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APPENDIX

TO THE

INDIA COURIER

EXTRAORDINARY.

CONTAINING

COPIES OF ALL THE PAPERS

LAID BEFORE THE

Honourable the Houſe of Commons,

BY MR. MORTON,

FROM THE

United Company of Merchants of England

TRADING TO THE

EAST INDIES.

RELATIVE TO

WARREN HASTINGS, Eſq.

LATE GOVERNOR GENERAL OF BENGAL, &c.

VOL. V.

Printed in the Year M.DCC.LXXXVII.

VOL. V.

EAST INDIES



INDIA COUNTRIES.

INDEX.

INDIA COURIER
EXTRAORDINARY.

APPENDIX
TO
Mr. HASTINGS's Parliamentary Trial.

COPY.

LETTER from Mr. JOHN BRISTOW to the Governor General and Council; dated Lucknow, 22d January, 1777.

EXTRACT of Bengal Secret Conſultations, the 17th of February, 1777.

Honourable Sir, and Sirs,

HEREWITH I have the pleaſure to forward the Honourable Board the following Papers:

No. 1. General Statement of the Vizier's Army.

2. Statement of the Vizier's Military Diſburſements.

3. Statement of the Vizier's Civil Expences.

4. Statement of the Jaghiers in the Vizier's Dominions.

5. Statement of the Vizier's Revenues.

6. Statement of the Vizier's Iſſues and Receipts on Account of the Hindoo Year 1184, or from the 28th of September 1776 to the 28th of September 1777.

By theſe Statements, or rather Eſtimates, the Honourable Board will obſerve the enormous ſum by which the Vizier's expences exceed his income; and as I obtained my information from the beſt authority, I have great reaſon to believe that I have not over-rated them.

The Miniſters have often repreſented to the Vizier his ſituation, but without effect; for though he may have been convinced at the time of the neceſſity of a reform, yet his turn for expence will render it a moſt difficult taſk to bring him to abide by any regular ſyſtem. Beſides this reaſon, there is a very principal one ariſes from the oppoſition his Miniſters meet with from Imaum Bucſk, Tipper Chund, and the favourite Tellinga Rajas, who counteract every meaſure

they

they propoſe for introducing good order and oeconomy. The characters of his Excellency's favourites I explained to the Honourable Board in my letter of the 21ſt of Auguſt laſt, and am ignorant of any change having happened in his ſentiments towards them.

It appears to be his plan to entruſt to the Tellinga Rajas the management of any farms that may in future fall vacant. I dread the bad conſequences that muſt enſue; for it needs little judgment to penetrate into the conduct of men of low births, without either education or abilities, and whom I may ſafely declare totally unfit for the charge of Government. The country already feels the effects of their violence, and the Vizier does not receive even a temporary advantage from it; as whatever they may collect from the country, the payments to him from all the diſtricts fall infinitely ſhort of the former rents.

The Miniſters, whoever they be, will be conſtantly perplexed how to act towards the favourites, as their influence with the Vizier places them above controul, and likewiſe enables them to obtain extravagant allowances for the charges of collection, as well as great deductions for the failure of crops, deſerted lands, and under various pretences void of foundation. Theſe men themſelves, I am told, doubt the permanency of their ſituations—they are ſenſible of the general diſguſt which prevails againſt them, and that on any change of Government they would be the firſt to feel the effects, and therefore are the more earneſt to acquire emoluments, without regard to the means.

In my addreſs of the 8th of Auguſt laſt, I informed the Honourable Board of the abuſes which reigned in the mint, and of the improbability of their being rectified, owing to the influence of the manager, one of the principal Tellinga Rajas. I am ſorry to obſerve that abuſes daily encreaſe; for at this ſhort period of time, from my forwarding the Honourable Board a table of aſſays, the coinage at ſome of the mints has been debaſed near three per cent. Such departments of the Government as are not under the management of the favourites are neglected, and the perſons inveſted with the charge of them expoſed to the greateſt difficulties. Aumils, whoſe diſtricts are filled with refractory Zemindars, and require troops to ſubject them, cannot obtain aſſiſtance in proper time, and, on this account, I have known great loſſes often accrue in the revenue. Another great difficulty they labour under is, the aſſignments granted on them exceeding the rent of the lands they hold. To many people of influence who have theſe aſſignments they do not dare to give a refuſal, for fear of being injured by them, and they are at the ſame time unable to comply with their demands; ſo that I recollect many inſtances of Aumils, whoſe attention has been more taken up in making excuſes to Tuncawdars, than in the care of their diſtricts. Every Tuncawdar ſends a Vackell, Hircarras, and a number of people to collect his Tuncaw, and if he has troops under his command, he detaches a party to exact payment from the Aumil; very often troops, whom the Vizier cannot pay at the preſence, are ſent to collect their arrears from an Aumil. They frequently treat him in the moſt ignominious manner, by confining and depriving him of all ſuſtenance, until he finds means to ſatisfy them. So conſiderable an officer of government as an Aumil, whoſe character ſhould be held up to the people in the moſt reſpectable light, to be thus diſgraced, muſt not only affect the Vizier's authority, but his revenue, and is ſo prejudicial, that it will be impoſſible for the Government to ſubſiſt long upon this plan.

Another great abuſe which prevails, is the contempt with which the Vizier's authority is treated: His orders are ill executed; his perwannas diſregarded, even in the neighbouring diſtricts to the capitol, unleſs accompanied by ſimilar ones from the perſons immediately in charge of the province. In ſome diſtant parts of the country, neither his Excellency nor his Aumils are much regarded; the Gurrocpore diſtrict particularly can hardly be ſaid to be under the Vizier's Government, as it is held by Zemindars who pay little obedience to the Aumils, and diſcharge their revenues with great irregularity.

Heretofore it was uſual to annex the Sayer, or the collection of duties of goods tranſported by land, to the department of the Aumil of the province, but the Vizier has thought proper to make the Sayer of all his dominions a ſeparate office, and entruſt it to the management of Bowanny Sing. This has been productive of much confuſion and general complaint, becauſe it interferes with the authority of the Aumils, and creates perpetual diſputes. The perſons under the Sayer are frequently concerned in the farming of lands, and holding offices under the Aumils. Both the Darogha of the Sayer, and the Aumils, have claims on the ſame man, and both iſſue warrants to ſeize his perſon and effects. Many Aumils have found ſuch great impediments from this claſhing of authority, that they have made the Darogha a preſent to give them up the farm

farm of the Sayer. To this evil I ſee no remedy, becauſe the Vizier's ſtrong attachment to the Darogha deters all complainants from repreſenting their grievances; and the cauſes of complaint are really aggravated by the diſpoſition of the Darogha, who exerciſes his office in a very arbitrary unbecoming manner.

In the late Vizier's time there was a collection of the Sayer confined to duties on goods tranſported by water from particular places only; but the Sayer, on its preſent footing, is a very extenſive important department, not ſo much from the large amount of the collections of it, but from the opportunites which it gives an ill-diſpoſed or incapable man at the head of it to cauſe irregularities in the Government.

The ſale of ſpirituous liquors had become, in the late Vizier's time, ſo great a nuiſance, that he found it neceſſary to publiſh an edict, making it death to diſtil or vend any. Some offenders who were the moſt notorious he puniſhed; ſtill the advantages accruing to the country from the conſumption of articles uſed in the ſtill, rendered it neceſſary to wink at the infringement of this edict, if it was not carried to exceſs. The preſent Vizier has thought proper to eſtabliſh an office, under the appellation of Abkany, merely for the prevention of making ſpirituous liquors, the authority of which extends to all his dominions, and is entruſted to the management of Rhemaum, who was a menial ſervant of his Excellency's. He has under him many companies of Sepoys, which he diſpoſes of throughout the country, accompanied by a numerous body of agents; and, under the pretence of diſtillers or venders of ſpirituous liquors, every individual is expoſed to their violences. This office is not only the cauſe of great oppreſſion, but of loſs, for the Aumils on this account complain much of the ſlow ſale of many articles, particularly of the ſugar cane. In like manner with the Sayer, the office of Abkany interferes with the authority of the Aumils.

The Honourable Board will obſerve, by the ſtatement of the Vizier's revenue, the extenſive diſtricts entruſted to the management of individuals, which has been the cauſe of much confuſion and irregularity; and the diviſion of them ought to be one of his Excellency's firſt objects.

I have to obſerve to the Honourable Board, the abuſes which I enumerated in the adminiſtration of the interior parts of the country are at leaſt equalled by thoſe at the preſence.

The execution of buſineſs at the public offices is protracted unneceſſarily, owing to the Vizier's inattention, and the difficulty the Miniſters are under in bringing him even to give his ſanction to their acts: without it, however great the latitude may be, he avowedly grants them, ſtill they dare not proceed; for in the preſent divided ſtate of the Court the Miniſters have too much to apprehend, from the inſinuation of their opponents, to enter into any meaſures, unleſs expreſsly authorized by his Excellency.

On the appointment of the Miniſters, I informed the Honourable Board of the advice I had given the Vizier, and the confidence I entertained of their earneſt wiſh to promote the joint intereſts of their maſter and the Company; and I have equal reaſon to believe they are zealous in their duty. Hyder Beg Cawn has ſhewn abilities ſufficient to diſcharge the truſt repoſed in him; but, curbed and oppoſed on every occaſion as he has been, it is impoſſible to expect he ſhould have been hitherto able to introduce a reform in the government. I ſhall dwell particularly on this ſubject, becauſe I know his attachment to the Company has expoſed him to the enmity of all the Court; but I humbly hope the Honourable Board will regard Hyder Beg Cawn as a man to whom their countenance and protection are neceſſary, as well to ſupport the Vizier's government as the Company's intereſts.

Tipper Chund and Imaum Buckſh are the principal opponents of the Miniſters, becauſe they are themſelves endeavouring to obtain the adminiſtration of affairs. Imaum Buckſh has a very great influence with the Vizier, who has conferred every mark of diſtinction and honour on him that he could, and dignified him with the title of General: his being a weak man, and having ſuch weight with his Excellency, are uſeful and neceſſary to Tipper Chund, without being in the leaſt dangerous. Tipper Chund directs all their plans; and, as I underſtand, it is their conſtant endeavour to impreſs the Vizier with doubts and ſuſpicions of the friendly intentions of the Engliſh, and the infidelity of the Miniſters. Theſe ſuggeſtions, together with poſitive aſſurances that in caſe of their coming into play, his Excellency's privy purſe ſhould ever be kept full, let

what other funds and aſſignments might fail, have ſo far ſucceeded, that the Vizier is inclined to make Tipper Chund his Miniſter, if the Honourable Board ſhould approve of it; and I therefore think it my duty to mention theſe circumſtances without reſerve. I know him to be a man avowedly ill-diſpoſed to the Engliſh, and ever ſince my firſt having had the honour to hold the ſtation of Reſident, I have met with conſtant oppoſition from him in all my negociations, particularly in that principal one of ſecuring funds for the payment of the expences of the Nabob's troops under Britiſh officers, and the army ſubſidy.

In reſpect to the Tellinga Rajas, the part they have taken in theſe intrigues is not ſo conſpicuous; but the Miniſters, in doing their duty, muſt claſh with their intereſts, and in conſequence are their ſtrenuous opponents. I have to obſerve, by the irregularities in the Vizier's government, the Company muſt ultimately ſuffer; for I conceive it an impoſſibility that the aſſignments granted, either for the payment of the ſubſidy, or balance, can be realized on the preſen ſyſtem.

The Reſident is unable to have ſuch vigilant agents as to prevent the collections of all the places on which he has aſſignments from being appropriated to other payments in preference to his. Some private tuncawdars will make it the Aumil's intereſts to favour them. Mutinous troops exact the money for their tuncaws, and thus the deficiencies will fall on the Company. On the other hand, if the preſent mode is ſet aſide, and ready-money payments demanded of his Excellencey, little or nothing would be realized.

The freedom with which I have ſtated the ſituation of the Vizier's affairs, and the neceſſity of a reform in them, will, I hope, meet with the excuſe of the Honourable Board. I, for my part, ſhall only preſume to ſay, that from the experience I have had of his Excellency's diſpoſition, he will hardly of himſelf regulate his affairs, and that the only remedy to be found is in the aſſiſtance and protection of the Engliſh.

I have the honour, &c.

(Signed) JOHN BRISTOW.

Lucknow,
22d January, 1777.

COPY of Bengal Perſian Correſpondence, relative to the internal State and Condition of the Province of Oude, and its dependencies, and concerning the Reigning Family thereof; from the 2d January, 1782, to the 12th September, 1786.

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1. To the Vizier: Written 2d January, 1782.

FROM the letters of Mr. Middleton I learn that he had ſhewn you, as I deſired him, the agreements entered into between us at Chunar, and that your Highneſs did not agree to or approve of ſeveral of the articles. My only deſire in giving that Gentleman that order was, that he might aſſiſt in the adjuſtment of thoſe matters agreed on, becauſe theſe regulations tend to the ſtrengthening your Highneſs's authority, and the advancement of the cultivation of the country. Your Highneſs does not approve of the aſſiſtance propoſed. I am in doubt how to proceed. My ſole view in this journey to Benaris was to regenerate the friendſhip already ſubſiſting between your Highneſs and the Company, and to aſſiſt your Highneſs in forming the bundobuſt of the country; and I believed that theſe arrangements, from the time of our mutual adjuſtment of them,

them, would, ere this, have been accompliſhed; but it has not happened, your Highneſs has done nothing towards it; nor do I perceive that, in the bundobuſt which your Highneſs has conſented to, you act ſo as to bring it to a concluſion, or that you approve of the bundobuſt that I have pointed out. Still I am ready with my abilities to aſſiſt your Highneſs, that if your Highneſs requires it, I will repair to Lucknow, and uſe my endeavours, either with my advice or my friendſhip, in your concerns, until every article that has been agreed between us ſhall be fulfilled. Should not your Highneſs approve of my aſſiſtance in the affairs of your Sircar, I do not deſire to perſiſt in it; but if in future any loſs ſhould be ſuſtained by your Highneſs, it cannot be laid to my charge; and whatever remains due to the Company, it is neceſſary they ſhould receive it without a balance; unleſs this is done, I cannot return to Calcutta. Should this matter be adjuſted, and your Highneſs's deſire be ſuch, that the ſettling your bundobuſt ſhould reſt in your own hands, I agree to it. Whatever I may wiſh, I ſhall write to Mr. Middleton, who will explain it to your Highneſs.

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5. From the Mother of the Vizier: received 6th January, 1782.

Our ſituation is pretty well, and your good health is conſtantly prayed for. I had ſent Behar Ally Khan to you; accordingly people invented a falſhood, that Behar Ally Khan was gone to get the deputyſhip of the Soubah, and ſome perſons here were ſaying, "Wherefore has ſhe ſent "Behar Ally Khan to Calcutta to the Nabob Amud ud Dowlah? We will never permit the "affair to ſucceed." And accordingly it has ſo happened, for they ſay that you alſo have not put your ſeal to the treaty; and the people here ſay, "Why does the noble lady correſpond with "the Engliſh gentlemen?" On this account I did not ſend a letter at the time when you came this way. Now the ſtate of affairs here is thus: On the 27th Zehede, Aſuph ud Dowla Behader, without my knowledge, ſent his own Aumils into my jagheer; I accordingly wrote ſeveral times to Mr. Middleton on this buſineſs, that his ſeal was to the treaty and writing of diſcharge, why did he not negociate in my favour? Mr. Middleton replied, "The Nawab is the maſter." I wrote frequently, but without effect. Being helpleſs, I repreſent to you the ſtate of my affairs; that notwithſtanding the exiſtence of this treaty I have been treated in this manner; it is uſeleſs for me to ſtay here. Whatever is, is a compact; whenever any one deviates from his compact he meets with no credit for the future, and the light of mine eyes, Aſuph ud Dowla, wrote to me, that he had ſent his own Aumils into my jagheers, and would pay me ready money from his treaſury. Reflect on my ſecurity for his adhering to his future engagements, from the conſideration of his conduct under his paſt promiſes. I do not agree to his ready money, let me have my jagheer as formerly; otherwiſe, leaving this place, I will wait on you at Benares, and thence will go towards Shah Jehan Abad, becauſe he has not adhered to his engagements. Send letters to Aſuph ud Dowla, and to Mr. Middleton, and Huſſen Reza Khan, and Hyder Beg Khan, not to moleſt the Begum's jagheer, and to let them remain as formerly with the Begum's aumils. And it is here ſuſpected of me that my Aumil plundered the property of Mr. John Gordon. The caſe is this: Mr. John Gordon arrived at Tandah, a Jagheer of mine fighting with the Zemindars of Akbeerpoor, which belongs to the Kalſeh. Accordingly Mr. John Gordon having come to Tandah, my Aumil performed whatever appertained to his duty. Afterwards, Mr. John Gordon wrote to me to ſend my people, that he might come with them to Fyzabad. I ſent people accordingly to bring Mr. John Gordon, and the ſaid gentleman arrived here in complete ſafety; and Mr. John Gordon is now preſent, aſk him yourſelf of theſe matters. Mr. John Gordon will repreſent matters in detail; the truth will then become known, how ill-founded the calumny is. Should you come here for a few days it will be very well, and if not I will wait on you; and your coming here is very neceſſary, that all my affairs may become arranged; and ſend a ſpeedy anſwer to my letters, and letter to Aſuph ud Dowla, and Mr. Middleton, and Huſſen Reza Khan, and Hyder Beg Khan, on the ſubject of ceaſing to moleſt my jagheers; and ſend me conſtantly news of your health, for my peace of mind depends thereon.

8. ENCLOSURES from Ally Ibrahim Khan: Received 18th January 1782.

No. 1. Copy of a Letter from Hyder Beg Khan to Ally Ibrahim Khan.

Your affectionate Letter arrived at Fyzabad palace on the 25th Mohurrum; you wrote that at the time of taking leave of his Highneſs, after what had paſſed concerning the ſettlement of affairs, and the permanency of the proſperity of his Highneſs, and of the Company's well-wiſhers, it occurred to your mind, that good order would ſpeedily aſſume form from his Highneſs, and from the Nawab Huſſen Reza Khan, and from me; but that as yet ſeveral affairs were not come to height, that it was incumbent I ſhould perform them with expedition, otherwiſe that there would be cauſe for my being ſpoken againſt, and my engagements obtain no credit. My friend, I became greatly aſtoniſhed and affected on underſtanding theſe things, becauſe the Nawab Huſſen Reza Khan, and myſelf, knew the bettering of ourſelves to be dependant on the good order of the affairs of his Highneſs's ſircar, and of the Company's; and from the time of my coming here I know not that any affair has been delayed; and I have executed whatever came to my underſtanding, as appertaining to loyalty to his Highneſs's ſircar, and to the Company's ſircar, which in truth are one and the ſame; and alſo whatever Mr. Middleton commanded. However, in ſome matters, which have not yet been treated of, perceiving the proſperity of his Highneſs's affairs, and good-will to the Company's ſircar therein, I came to Fyzabad with a determination concerning them, and to the utmoſt of my power have laboured in forwarding them; no manner of neglect has or ſhall take place. But in the performance of ſeveral beneficial operations the whole Court has become adverſe to me; yet, not giving any conſideration thereto, I reſign myſelf to the ſervice of his Highneſs and of the Company; whatever Mr. Middleton commands becomes performed. Notwithſtanding theſe occurrences, of which intelligence has undoubtedly reached you, yet have you written in a friendly manner to ſuch a purpoſe, it has produced the thought that ſome matter muſt have been neglected, which I or Mr. Middleton have not recollected; therefore, acknowledging the errors to which human nature is ſubject, I requeſt information what buſineſs it is, of which you ſay ſeveral matters have not been performed; if you will write particularly, I will exert myſelf therein to the utmoſt of my power, in as much as I am not wanting to ſubmiſſion and obedience. Write to me ſpeedily a detailed anſwer, for I labour under much diſquiet and anxiety: I cannot become convinced without information. As I am perfectly certain that nothing of Mr. Middleton's commands have with my knowledge been neglected, therefore, ſuſpecting myſelf of ſome error, I have requeſted information to what you wrote, " that I ſhould make haſte in the affairs, and give " information, and ſo on occaſion it would be remembered." You may underſtand my conduct from others, that night and day I am employed on the affairs of his Highneſs's and the Company's ſircars, and with perfect content of mind. You may on occaſion recall it to remembrance, that as far as I am able I neither have nor ſhall fail in the buſineſs of both ſircars, which are as one and the ſame; and that, conſidering the favour of God, and the kindneſs of Mr. Haſtings, Governor General, and turning not aſide, I will exert myſelf from my ſoul in whatever may promote the intereſts of both ſircars.

No. 2. COPY of a Letter from Hyder Beg Khan, to Ally Ibrahim Khan.

From the time that your friendly letter arrived, containing this, that ſome of the matters which were treated of for the benefit of the ſircars of his Highneſs and of the Company were not yet performed, my heart has ſuffered great diſquietude: from the time of my coming here I have exerted myſelf in thoſe matters, and I know my proſperity to be in the good order of the affairs of his Highneſs and of the Company, and Mr. Middleton and Mr. Johnſon are appointed here; and whatever has occured to me for the benefit of both Sircars, I have repreſented to both gentlemen, and imploring their aſſiſtance, I employ myſelf in the performance thereof. In getting poſſeſſion of the jagheers of his Highneſs's relations there have been great difficulties; but viewing the ſervice of his Highneſs, I have not attended to the diſcontent of any one; and Mr. Middleton, in conformity to Mr. Haſtings's directions, give me his aſſiſtance. I act as he commands; from that period the nobles of his Highneſs's ſircar are hoſtile to my life; this matter is not concealed, it is public. Conſidering God's grace, and the favours of the Governor, I am not wanting in ſervice. Having determined on an undertaking not yet communicated which I know to be for the ſervice of his Highneſs and of the Company, I am come as far as

Fyzabad.

Fyzabad. If it be executed conformably to my repreſentation, you will know it when completed. Here my loyalty has made ſuch enemies; and if I be in your parts ſuſpected of negligence and lazineſs, do me the juſtice to conceive, how great would be my diſquietude. However, I truſt that my efforts and good wiſhes are not in vain. The Nawab Governor General is juſt and penetrating, he will afford ſome comfort, and take me by the hand. I am ſurpriſed that, notwithſtanding theſe circumſtances, of which you muſt have had daily intelligence, you ſhould have written, that ſeveral matters are not yet performed, and that for the future my promiſes would not meet credit. Alas!

Verſe—My eyes are as a mill, and tears as the grain.

I do not conſider ſuch words from my protector in a ſmall light: Having underſtood the cauſe thereof, write me in detail, that my alarms may be removed.

Yeſterday I diſpatched an affectionate letter, in anſwer to your friendly epiſtle. I trouble you again, from the diſtreſs of my mind at underſtanding thoſe circumſtances. Write a ſpeedy anſwer, and write in detail to me whatever may be commanded and obſerved concerning me It is of no importance to write in detail the commands on other buſineſs.

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4. To the Vizier: Written 22d January 1782.

I received much happineſs from your letter, informing me that I ſhould learn ſeveral matters from the letter of Rajah Gobind Raum, together with your Highneſs's deſire for an interview with Mr. Middleton and me, and the grief which you have experienced from our not coming to your Highneſs's palace, and that you had heard of our departure, and ſeveral other affairs, which you had written to Rajah Gobind Raum after your arrival at Fyzabad; all theſe particulars I was informed of, and of your receipt of my laſt letter on the 25th Mohurrem, dated 16th Mohurrem; and that an anſwer to it will reach me through Mr. Middleton. If nothing prevents my executing my own deſires, ſhall come to your Highneſs's palace without your invitation, or the knowledge of your deſires, and give myſelf much happineſs by the interview. The ſole purport of my journey here was to ſettle effectually your Highneſs's affairs, and to form the bundoboſt of your Highneſs's concerns; and it is my deſire that theſe things be ſettled with our mutual aſſiſtance, which, ſhould nothing occur to poſtpone it, will be very beneficial; bnt as in all worldly concerns ſeveral obſtructions are thrown in the road to oppoſe the execution of them, I remained ſome days in Benaris until a certitude whether this buſineſs will be ſettled in this manner or not; and alſo on this account I journeyed hither in ſhort ſtages from Benaris; but as I have received your letter to that purport, that ſeveral matters are ſettled, and the remainder you will ſettle yourſelf ſhortly; and, beſides what you have ſettled, you were proceeding to the completion of theſe matters, with the advice of Mr. Middleton, who acts in obedience to the order of Council; I have determined to purſue my journey to Calcutta with all expedition, as ſeveral matters are there in agitation. After my arrival in Calcutta, and ſettling thoſe affairs, I ſhall hold myſelf in readineſs to return to the weſtward, if it ſhould be neceſſary for the adjuſtment of any matter, when whatever affairs of your Highneſs remain unſettled of thoſe in queſtion, I ſhall conſider them in the ſame degree as thoſe of the Company.

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5. To the Vizier: Written 27th January 1782.

Mr. Middleton has tranſmitted to me the pleaſing intelligence that your Highneſs had taken poſſeſſion of the fort of Fyzabad; had ſeparated and diſmiſſed the troops and people entruſted with the concerns of the Begums; and had accompliſhed your intentions with reſpect to taking poſſeſſion of Fyzabad, and had taken the whole management of theſe concerns into your hands. I am now of opinion, and adviſe your Highneſs to perſevere in the adjuſtment of theſe two important affairs, which have been the occaſion of your Highneſs's going to Fyzabad, and immediately to take into your poſſeſſion the treaſure and effects of the Begums, which had proved the cauſe of their conduct ſo prejudicial to your Highneſs, and ſo injurious to your intereſt, and to ſeize the

jaghire, and to put them under your ſole authority. Had I been preſent with your Highneſs, I would have given you ſuch advice that would have prevented your liſtening to ſuch propoſals; but give poſitive orders to your Miniſters not to have any intercourſe with their adviſers, becauſe, according to the arrangements that were at firſt approved of, it is neceſſary that every thing be done with perſeverance. When the influence and authority of the Begums ſhall be cruſhed, their treaſure in your Highneſs's poſſeſſion, and your own authority eſtabliſhed in their jagheers, then, and not till then, will it be the time for you to ſhew your friendſhip and benevolence, by ſettling the ſubſiſtence of your near relations, and their dependants, as you may think proper, notwithſtanding their guilt, how great ſoever that may have been; though not ſo extravagantly as to again occaſion thoſe difficulties, which you already experienced from them, or to permit them to take ſuch advantage of your Highneſs's generoſity, as to be able to deſtroy the good underſtanding ſubſiſting between your Highneſs and your friends: For further particulars, I refer your Highneſs to Mr. Middleton, to whom I have written minutely. I further trouble you, by requeſting you will puniſh exemplarily all rioters and aggreſſers, and as both the eunuchs and Shemſheer Cawn, the fourjedars of Taanda, on the proof of their guilt, ſo that their puniſhment may ſerve as a caution to others.

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6. To the Vizier: Written 15th February 1782.

I have received a letter from Mr. Middleton, repreſenting to me the oppoſition which is threatened by the Begum to your authority in the reſumption of her jagheer, and the probability of the other jagheerdars taking the alarm, and ſeparately or collectively attempting reſiſtance.—Beſides theſe apprehenſions, a dangerous ſpirit of diſcontent and rebellion, firſt excited by the Machinations of Cheit Sing, exiſts, as Mr. Middleton informs me, amongſt your ſubjects. Under theſe appearances of the want of obedience and due reſpect to your Government, I cannot but feel great anxiety for the ſafety and tranquility of your country, as well as for the maintenance of your authority and dignity.—Should any acts of violence and reſiſtance follow theſe appearances, it is to be feared that a foreign enemy might be tempted by them to invade your dominions: To obviate the calamities of ſuch a ſituation, it appers to me indiſpenſable that the malcontents ſhould be prevented from becoming formidable by an immediate application of ſuch a force as may quell at once any attempts that can be made by the diſaffected, however numerous or united.—For this purpoſe, I have directed Colonel Morgan to ſend a ſtrong detachment of infantry and artillery to Lucknow, with orders to act as your Excellency ſhall direct for the internal ſecurity of your country, and ſupport of your authority.

This detachment you will underſtand to be no part of the brigade on conſtant ſubſidy for the defence of your frontiers, it is formed from the troops lately in your pay, ſtationed at Futty Ghurr, and in Rohilchund, which I withdrew, to relieve your Excellency from a burthen which you complained was too heavy for your finances to bear: theſe troops are at preſent an unneceſſary expence to the Company, and would be diſbanded, but for the dangers which at preſent threaten your country. On theſe conſiderations, your Excellency will allow it to be juſt and reaſonable that the charges of the detachment ſhould be entirely defrayed by you, and that the company ſhould be fully indemnified for all the contingencies of keeping up a force, on the probability of its being wanted for your ſervice; on this I ſhall form an eſtimate, with the ſtricteſt attention to juſtice, for a ſubſidy to be paid monthly during the ſervices of the detachment, and tranſmit it for your approbation to Mr. Middleton.

I have directed Colonel Morgan to hold the brigades ſtipulated by treaty for the defence of your frontiers, in readineſs to march at a moments warning, and oppoſe any attempts which may be made by a foreign enemy.

When I reflect on the uncommon and generous inſtance of your zeal for the Company, and attachment to myſelf, manifeſted by the voluntary perſonal aſſiſtance and ſupport which you afforded me at a time of the greateſt danger to their intereſts, and to my own ſafety; I cannot, without feeling the ſtrongeſt ſelf reproach of ingratitude, diſpenſe with giving to you, in a ſimilar ſituation, equal marks of my zeal and attachment to your perſon and intereſts; and I ſhould on this principle alone fly to ſhare your danger, although it were not in my power to remove it, eſpecially

eſpecially as that danger has been incurred by my approbation of your deſign to reſume the jaghires; but I have the ſtrongeſt hopes that I ſhould be the cauſe of facilitating a happy termination of all the difficulties which now oppoſe the execution of your meaſures, and of eſtabliſhing your authority and the proſperity of your country on the moſt ſolid baſis, by a perſonal interview.—It was your particular requeſt at Chunar that we might meet once a year; and I, with the greateſt ſatisfaction, accepted your invitation.—The preſent conjuncture appears to make it neceſſary to commence the performance of this promiſe; and although my preſence is required in Calcutta on the moſt urgent buſineſs, I have determined to ſet out immediately by Dawk. for Lucknow.

I flatter myſelf that this interview will be productive of the moſt ſolid benefits to the affairs of both your Excellency and the Company; and as your Excellency is well informed of their ſituation on this important criſis, you will not ſuffer me to return to the ſeat of my government without finally obtaining the great object of my journey.

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28. From the Nawab Vizier: Received 25th February 1782.

You performed on every occaſion towards me whatever was becoming of friendſhip; I too have done whatever affection required, and you commanded; and in future alſo, whatever be your pleaſure, there ſhall be no deviation therefrom, becauſe whatever you direct is altogether for my benefit. The buſineſs for which I came to Fyzabad is become ſettled by your favour; particulars will become known to your wiſdom from the writings of Mr. Middleton. I am grateful for your favours. If in theſe matters you ſincerely approve me, communicate it, for it will be a comfort to me. Having appointed my own aumils to the jagheers of the Lady Mother, I have engaged to pay her caſh; ſhe has complied with my views; her pleaſure is, that after receiving an engagement he ſhould deliver up the jagheers. What is your pleaſure on this matter? If you command, it will comfort the Lady Mother giving her back the jagheer, after I have obtained my views, or I will have it under my own aumils; I am obedient to your pleaſure.

Nº 31. From the Vizier: Received 26th February 1782.

You have treated me with noble tenderneſs, and I have not in any manner failed in the care of friendſhip, and whatever you command I know to be altogether for the bettering of my affairs; and in the treaty and Councils, and arrangement of all affairs, which became concluded for the payment of the Company's money, I have alſo the ſame wiſh, that the Company's money may be forthcoming; accordingly I have ſatisfied Mr. Middleton concerning ſix lacks of rupees from the Lady Mother; and ſhe having ſatisfied him with caſh, jaidads, and the revenues of her jagheer, has produced fifty lacks of rupees, the reſt will be forthcoming in caſh, and the revenues of the jagheers, and I have made no objection to yielding my own diſtricts for Jaidads; and I have written Shokeys to Aumils on the ſubject of the appointed horſe and foot, and of the holders of tuncaws. I have not in any reſpect failed with life and property to the bleſſing of your pleaſure, I am determined in like manner, for the future alſo, that for my own benefit I will perform whatever you command. You wrote kindly, and in the treaty, that my neceſſary expences ſhould be firſt taken. and I attended firſt to the Company's buſineſs, to prepare the money in any manner. I delivered a written liſt of my neceſſary expences to Mr. Middleton, at Chunar, before the treaty: As I know the payment of the debt to the Company to be of prior importance, I will put myſelf to inconvenience; but I am helpleſs, from the neceſſities of human nature. I hope that you will write to Mr. Middleton to delay twenty-five lacks of rupees for the next year; he may receive all the reſt. I will provide the twenty-five lacks in the year 1190 Fuſſullee, and do you give me the ſum of neceſſary expence from the Jaidad of my dominions.

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17. To the Vizier: Written May 23d, 1782.

I have received, through Rajah Gobind Raum, your letter, requeſting that Mr. Middleton may not be removed from your Court. I formerly placed that gentleman in the preſence of the Nawaub

waub Sujah ul Dowlah; he was afterwards continued with you, that he might, by his wiſe conduct, give you ſatisfaction. Whether his behaviour have given ſatisfaction or not, is well known to you; but as long as you ſhall be pleaſed with him, and he ſhall not requeſt to be removed, it will always make me happy to conform to your wiſhes.

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22. To the Vizier: Written the 21ſt Auguſt 1783.

I have had the pleaſure to receive your letter, about the conduct and behaviour of Mr. Briſtow, which I have fully underſtood. Before the receipt of your friendly letter, the conſideration of theſe matters was already before the Council; and whatever may be determined and ordered, I will write to you. You may be convinced that I at all times, and in all ſituations, conſider my honour and reputation, and that of my nation, and the preſervation of your friendſhip and alliance, to be in every reſpect the ſame; and, from this conſideration, I will not neglect or omit any duty of proper attention and exertion in your concerns.

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57. From the Vizier: Received 23d Auguſt 1782.

Major William Palmer and Mr. Davy have made known to me your orders, reſpecting my authority in the country, with great regard and conſideration, and have made me grateful for your favours. They aſked for a paper of requeſts, which I accordingly wrote, and gave to them; they afterwards ſpoke about ten lacks of rupees, for the expences of the Sircar of the Company; next they ſpoke about four regiments, that I ſhould employ them, from the Company's troops, in the ſebundys of my country. Reſpecting theſe two articles, although I have no power, yet as Major William Palmer repeatedly ſaid, that this would be giving pleaſure to the Nawab (meaning your Highneſs) being remedileſs, in obedience to your will. I wrote a letter to Major Palmer in the manner I agreed to it, from which you will become acquainted with it. They now ſay, that as important matters are in hand, for the expences of the Company's ſircar I muſt give 60 lacks of rupees, by way of loan; that either I muſt borrow it from the merchants, and from my relations, and take a bond, or give aſſignments on the country: After two years, when this matter ſhall have been ſettled, that money ſhall be repaid. My country and property belong to your Highneſs. To the utmoſt of my life, I am not backward in the Company's affairs, and your Highneſs's pleaſure. By the bleſſing of God you are wiſe in the times; the full particulars of my country are not concealed from you: How ſhall I make known my ſituation? From the time that theſe propoſitions have been made, all judgment has left my mind. After the death of the deceaſed Nawab, on account of the greatneſs of the expences of the army of the ſircar of the Company, which was here, I ſupported myſelf in a manner that I cannot deſcribe. I never found reſource equal to the neceſſary expences: Every year, by taking from the miniſters, and ſelling the articles of my karkhanna, I with great diſtreſs tranſacted the buſineſs, but I could not take care of my dependants; ſo that ſome of my brothers, from their difficulties, aroſe and departed, and the people of the Khord Mahault of the late Nawab, who are all my mother's, from their diſtreſſes are reduced to poverty and involved in difficulties. No man of rank is deficient in the care of his dependants, in proportion to his ability. Notwithſtanding the exiſtence of theſe diſtreſſes, I am thankful, and ready to ſatisfy you; but never was the money of Tuncas for the brigades, &c. received without a balance from the jaidad of the Company; and yet the gentlemen, to the utmoſt of their abilities, were guilty of no neglect in taking aſſignments, and collecting the money. This year, that you from your goodneſs having diſcovered the ſtate of my diſtreſſes, recalled the brigade and battalions, and granted me an engagement that all matters ſhould be as in the time of the deceaſed Nawab, I took from my mother, and diſcharged the balances to the Company's ſircar, as they appeared from my bond. Many years are required to relieve me from the former diſtreſſes. I know that as you, from real affection, had releaſed me from the weight of expences, I ſhould have ſome ſmall relief from the neceſſary expences. At this time theſe propoſitions are brought forward, my brother and companions, from the reſumption of the jagheers, are reduced to great affliction and diſtreſs. From the Mahajens of this town, ſhould I requeſt the loan of one or two lacks of rupees, they cannot give it, having no reſources. I have never been deficient in the friendſhip of the Company, and obedience to your pleaſure. I have looked upon my difficulties as a cauſe of ſatisfaction, and am always ready to execute your commands. In theſe propoſitions I am aſtoniſhed and confounded

founded at my bad fortune, that I ſhould have ſuch a compaſſionate friend as your Highneſs, and be involved in ſuch a ſituation. What anſwer can I give, and how can I ſupport my life? Difficulty with your favour becomes eaſy; what is eaſy, by your neglect, becomes difficult. Night and day paſs in grief and affliction. Either make looſe my difficulties, or elſe call me to your preſence. I will reſide with your Highneſs; and whenever you ſhall give me my diſmiſſion, with the favour and affection which belong to you, I ſhall return to my country, and be releaſed from continual afflictions.

ENCLOSURES.

N° 1. Copy of a letter from the Nawab Vizier to Major William Palmer, dated 19th Shaban.

On the ſubject of ten lacks of rupees, you repeatedly have ſaid, that the Nawab Governor's pleaſure is, that I ſhould give them for the expences of the Company's ſircar. The Nawab Governor's will is binding upon me; I can make no excuſes: Take ten lacks of rupees for the expences of the Company's ſircar. But you have ſaid, that if I am willing to aſſiſt the affairs of the Company's ſircar, you will fulfill my requeſts agreeably to the paper, as the Nawab Governor's permiſſion is arrived. With reſpect to the two points of which you have ſpoken, I agree to both of them, and will give, for the expences of the Company's ſircar, ten lacks of rupees this year, and ſix lacks of rupees yearly, in lieu of regiments, upon condition that I obtain my requeſts and authority. It is proper that you adjuſt my requeſts, agreeably to a paper upon which the Nawab Governor has given orders, and reſtore me to the management of every concerns.

2. Copy of a Letter from the ſame to the ſame, dated 30th Shabaun.

In anſwer to your demand of a loan of 60 lacks of rupees, I repreſented and explained to you with the greateſt reverence the full particulars of my inabilities; that in caſes where I have power and ability I am never negligent, to the extent of my life, in promoting the affairs of the company's ſircar, and in obeying the Nawab Governor's orders. You in my preſence ſpoke to me, and ſent a meſſuage to me, that if I did not give 60 lacks of rupees by way of loan, the Nawab Governor would be highly diſpleaſed, and would quit my friendſhip, and would alſo recall the old Brigade which is here, and beſide that whatever may be the Nawab Governor's will, you did not know. Why did you not give me prior information that it would proceed to this extremity?

My friend, the friendſhip of the Company, the Nawab Governor, and the gentlemen of the Council, is fixed in my heart, and I have remained ſo inattentive and forgetful, from a dependance on their friendſhip and ſatisfaction, that I have nothing left to me but my name, and every thing belongs to them.

To the glorious and omnipotent God it is known, what diſtreſſes having brought upon myſelf in the obedience to his pleaſure, I have ſupported life. Notwithſtanding all this, you make theſe kinds of propoſitions and meſſuages on behalf of the Governor. I had never an idea that the Nawab Governor would behave in ſuch a manner towards me, as to withdraw his favour and friendſhip. If it is really and fully known to you, that the Nawab's will is to ceaſe the connection, I will go myſelf to his preſence, and explain my ſituation. Had I any reſources I would not make any delay and excuſes. If the Nawab will be favourable, it is well; if not, I will remain there, as I, conformably to the Nawab's letter, conſider what you ſay to have been ſpoken by the Nawab, having repreſented all my particulars: When you anſwer that in future there will be no blame on you for the diſgrace of this place, therefore being remedileſs, I write this much, that my friendſhips for the Company, the Nawab, and the Gentlemen of the Council, are not ſuch as to be thrown to the wind without a cauſe; and to the end of my life I cannot agree to it. The nature of the Governor's firſt meſſage of friendſhip were ſuch—at this time propoſitions to this effect confound me greatly. In ſhort, whatever you know of the Nawab's intentions, write to me explicitly, as in this caſe my remaining here is impoſſible.

28. To the Vizier: Written 9th September 1782.

My late illneſs has cauſed a delay in ſending the anſwer to your ſeveral letters. I am now thank God, recovering, and have come a few miles above Calcutta for the change of air upon the river. As you have written to requeſt that Major Palmer may be permitted to remain with you, and as that gentleman is very high in my confidence and eſteem, I have therefore agreed, for your ſatisfaction, and on account of the ſtate of the provinc·, to leave him for ſome time longer at your court, but he will have no interference with Mr. Middleton's department. I mention this for your information.

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37. From the Vizier: Received 15th September 1782.

My country and houſe belong to you. There is no difference. I hope that you deſire in your heart the good of my concerns. Colonel Hannay is inclined to requeſt your permiſſion to be employed in the affairs of this quarter. If by any means any matter of this country, dependant on me, ſhould be entruſted to the Colonel, I ſwear by the Holy Prophet that I will not remain here, but will go from hence to you. From your kindneſs, let no concern dependant on me be entruſted to the Colonel; and oblige me by a ſpeedy anſwer, which may ſet my mind at eaſe.

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63. From the Vizier, incloſed in Mr. Middleton's Letter of the 17th September 1782: Received the 29th September 1782.

Before this I wrote you news of the Newab Tyze Ullah Khan, and the views of his people, In breach of the proviſion of the treaty, he keeps the race of Afghans in his dominions, and correſponds conſtantly with my enemies; and you are informed of all this miſconduct in proper time. At the t me that empire was united, matters were conſidered with deliberation. It does not ſignify, it is paſt. Now that on every ſide the appearance of confuſion and war prevails, and that he waits an opportunity under theſe circumſtances; that he keeps up a chain of correſpondence with every one; and my ſubjects privately expreſs their wiſhes to me; in ſuch times, what is your pleaſure and advice concerning him? Whatever is your pleaſure, command that the buſineſs may be done. When an opportunity offers, if you neglect it the evil will encreaſe. It is proper to conſider the conſequences of puniſhing this race, as there are no hopes of their ultimate fidelity. Whatever orders may ſeem good to your wiſdom, communicate your commands to me, and to Mr. Middleton. Afterwards, whatever of advice may occur to me, I will lay before Mr. Middleton. I will not hurry, ſince precaut.on is neceſſary in buſineſs. In theſe circumſtances, whatever is neceſſary ſhall be duly conſidered. I cannot act at the proper time, nor in what is neceſſary, without the knowledge of your pleaſure, and orders. I hope to hear frequently the news of your health.

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44. To the Vizier: Written the 1ſt October 1782.

Mr. John Briſtow, who has been lately appointed reſident at your court, on the recall of Mr. Middleton, is a gentleman in my confidence, and is in every reſpect full of worth and abilities: And I therefore requeſt that you will conſider him as your true friend, and pay him the utmoſt attention.

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32. To the Vizier: Written 2d October 1782.

I lately wrote to recall Major Palmer, who accordingly had come as far as Caunpore; when, on account of many circumſtances, I directed him to return to Lucknow, and I doubt not but he

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is by this time arrived there. As Mr. Briſtow is now going to his appointment, in the room of Mr Middleton, and as the Major is my moſt particular and confidential friend, I have therefore ordered the major to attend upon you till the arrival of Mr. Briſtow, and when Mr. Briſtow ſhall arrive, the Major, who is as myſelf, will introduce him properly and ſatisfactorily to your Highneſs. If the Major, who is my moſt intimate and confidential friend, had been permitted by his health to undertake and attend the affairs of your country, there is no perſon whom I could have preferred to him; but as the major never had his health at Lucknow, and by his abſence from me I am diſtreſſed particularly in my own concerns which are under his direction. I have therefore written to him, that after Mr. Briſtow's arrival, having properly introduced him to you, he ſhould take his leave, and come to me. I have written to the Major many particulars of my entire confidence, friendſhip, and ſatisfaction in Mr. Briſtow, which he will fully explain to you.

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33. To Huſſen Reza Khan, and Hyder Beg Khan.

Of the ſame tenor and date.

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41. ARZIE of Gopaul Doſs Sahoo: Received 21ſt 1782.

For the large ſums which were owing to the Company from the Nabob Vizier, Mr. Middleton and Mr. Johnſon have given bonds under their ſecurity. As I conſider my happineſs to exiſt in performing the Company's buſineſs, I am ready to give my life and property; I therefore agreed to it; but until I be protected in recovering the above ſum, the recovery of it will be doubtful. I therefore repreſent, and am hopeful from your favour, that for my eaſe of mind your ſignature may be affixed to this declaration, that if the above ſum ſhould not be totally recovered, the deficiency ſhall be allowed in the accounts. The full particulars of this buſineſs will be explained to you by Mr. Johnſon. Beſides yourſelf I have no other protector in the world; ſhould your powerful hand be placed on my head, I ſhall be able, by the bleſſing of God, to execute buſineſs for the ſircar, to the amount of many Crores. In all events the protection of the maſter is neceſſary. May the Almighty preſerve your ſhadow over the heads of all the world, and particularly of me.

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53. To the Vizier: Written the 31ſt December 1782.

Aſſuring him that no intention was ever formed of employing Colonel Hannay at Lucknow, and that he was preparing to leave this country, for Europe, at the time of his death.

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34. From Saidet Ally Khan: Received 12th July 1783.

At this time I have ſent Aſhruff ud Dowlaw Bahader to your preſence, for the making known ſeveral requeſts: He will be honoured by an introduction to you. My hope from your kindneſs and friendſhip is this, that whatever requeſt he may make known on my behalf at the preſence, as at the time of his former interview with you, from kindneſs and friendſhip, being favourable to the completion of it, had given ſuch effect to it, that my long reſidence there was ſettled in that manner, ſo now I am certain, that you will be kind for the completion of this deſire, and that you will ſoon diſmiſs Aſhruff ud Dowlah Bahader with the acquiſition of my wiſhes. Day and Night, by recollecting and praiſing your virtues and great qualities, I obtain happineſs and ſatisfaction; and I continue hopeful of further kindneſs. I hope that you will ſometimes make me happy by the news of your health.

41. From Saidet Ally Khân: Received the 3d September, 1783.

It is long that I have not been informed of your health, by the receipt of letters: My friendly heart which is day and night praying for your health, is much diſtreſſed. I hope, that from your great favour, my heart may be ſometimes made happy by the information of the health in your own letters.—I repreſent, that from the beginning of my arrival at Benares, on account of the narrowneſs of the town, and from caution of this, that no perſon ſhould be injured, I choſe the habitation of Doorgo Kund, at a diſtance from the town, and ordered poſitively all my ſervants, that they ſhould on no pretence quarrel with any body.—At this time, when dearneſs and ſcarcity of proviſions have happened, and ſuch confuſion and crouds of purchaſers are in the town, that proviſions cannot be procured without quarrel, as this had been forbidden to my ſervants, therefore proviſions are not procured; and although I have repeatedly ſpoken to the rulers of this place for a ſupply of proviſions, it has not produced any advantage; and they forbid the ſupply of proviſions which has been required. From this reaſon, the greateſt diſtreſſes has come and is coming upon my Dowab, and all my ſervants, through want of proviſions, which are neceſſary daily. It therefore comes into my mind, that a ſeparate Gunge may be eſtabliſhed, at a diſtance from the town, near to the habitation of my ſervants, that they may have no concern whatever with the markets of the town, and that ſupplies may be brought to my Gunge ſufficient to relieve the neceſſities of the Dowab and ſervants; ſo that I may be always at a diſtance and ſeparate from the quarrels of the town.—But, from regard to your pleaſure, I cannot execute even ſo ſmall a thing without your permiſſion. I hope that in this buſineſs permiſſion may be granted.

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39. To Hyder Beg Khan: Written 14th October 1783.

Deſiring him to exert himſelf in collecting the balance of 1189 Fuſſilly.

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40. To Hyder Beg Khan: Written 30th October 1783.

Mr. Middleton informs me, that the Nawab Vizier is indebted to him the balance officially paſſed of the account 1189, for ſums diſburſed officially on the Nawab's account, and by his order; and as he has no means or hopes of recovering any part of the ſame, but through your friendly exertions, I muſt requeſt you will employ them with effect, ſo that he may obtain payment as ſoon as poſſible.—In accompliſhing this you will oblige me.

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24. To the Vizier: Written the 27th September 1783.

At the time when we met at Chunar, it was agreed, that for the purpoſe of an interview in each year, either you ſhould come here, or I ſhould proceed to Lucknow; but the weight of affairs, which created a deviation on my part from the engagement, is well known to you. Although my firſt wiſh be to give you ſatisfaction: yet, as at this time on account of various occurrences, I do not ſee it poſſible for me to procure that pleaſure, I therefore do not wiſh that your friendſhip ſhould put you to the trouble of completing your part of the engagement; but I had expected from the Nawab Serferaze ud Dowlah Huſſen Reza Khawn, who is faithfully attached to you, and friendly to me, that when you ſhould come towards this quarter, he ſhould accompany you; and in caſe of any obſtruction to our promiſe, ſuch was the agreement, that with your conſent he ſhould come to me; becauſe an interview with him, by your conſent, would be half of a meeting with yourſelf.—As, on account of the above mentioned reaſons, your coming is not proper, and I underſtand that he is not ſo much employed as to prevent his coming, and our agreement muſt be certainly kept in your recollection; therefore, ſhould you permit, him he can come here and make me happy by an interview with him, which is half of an interview with yourſelf. For this matter I ſhall return ſincere thanks.

34. To the Vizier: Written the 8th November 1783.

In conſequence of the agreement which we made when we met at Chunar, that for the purpoſe of an interview in each year, either you ſhould come to Calcutta, or I ſhould go to Lucknow, I wrote to you, when this agreement could not be completed on either ſide, for permiſſion for the Nawab Huſſen Reza Khawn to come here. I have accordingly heard that you have granted him this permiſſion, and that he is ready to come here according to his promiſe. Although I conſider an interview with him to be really half of a meeting with yourſelf, and I am anxious that it ſhould take place, yet when I ſeriouſly reflected upon this buſineſs, I perceived many circumſtances which make unadviſeable his coming at this time. I therefore requeſt of you to direct him to delay his departure for the preſent; and when I ſhall ſee it to be proper, I will inform you, and he will then receive your permiſſion, and come here to make me happy by an interview with him, which is half of an interview with yourſelf. For the reſt I refer you to Major Palmer.

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47. To the Vizier: Written 22d November 1783.

Informing him that the report of his return to Europe is falſe

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No. 2. To Ilmas Ally Khan: Written the firſt January 1784.

It is ſome meaſure come to my hearing from abroad, that there is room, from ſome proceeding to ſuſpect your fidelity and gratitude to your maſter, the Nawab Vizier ul Uomalie; but I give no credit to ſuch reports, becauſe I recollect that two years ago, ſimilar reports concerning you were warmly ſpread, but were belyed by your conduct and behaviour. As I have ever accounted you ſincere and faithful to the Nawab's Government, above the reſt of the ſervants, and formerly have written in a friendly and bounteous manner for your ſatisfaction, therefore I now alſo write, that on the knowledge of ſome proceedings, which are publiſhed in your parts as a cauſe for theſe reports, you may not be melancholy or anxious, but being induſtrious and attentive to your affairs, you may continue employed in ſervice and zeal for the buſineſs of the Government of your maſter the Nawab Vizier. Be aſſured, that ſo long as you continue faithful and grateful to your maſter, I will, on all occaſions, exert myſelf for increaſe of favours from the Nawab towards you.

No. 3. To the Nawab Vizier: Written the 2d January 1784.

After conſideration of the ſtate of your affairs, and much reflection on that ſubject, and on your propoſal of given ſecurity of bankers of credit and reſponſibility, for the payment of the debt due to the Company, and the eſtabliſhed ſtipend, on the condition of the recall and removal of Mr. Briſtow and Mr. Cooper, having well underſtood and conceived what you wrote, it has been determined, that I ſhould write conformable to your requeſt above mentioned: Accordingly orders are gone to thoſe gentlemen, that they ſhould take leave of the preſence, and come to Calcutta with the other gentlemen belonging to the reſidency. I truſt that you will diſmiſs thoſe gentlemen with due politeneſs and courteſey; and if the ſaid gentlemen ſhould meet with any oppoſition on their departure, which might cauſe delay or inconvenience, and ſhould requeſt aſſiſtance, that you will favour them with aſſiſtance. Subſequent to the preſent addreſs, I will write to you fully concerning you, affairs.

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82. To the Vizier; Written 13th March 1784.

Your favourable letter, mentioning your good health, having arrived, rendered my heart highly joyous and honoured, at underſtanding the good ſtate of your temperament. In the wiſh of an in-

terview with you, I am arrived by ſucceſſive journies at Benaris, and cannot but wiſh to ſet out ſpeedily to obtain the happineſs of ſeeing you: But I muſt make ſome ſtay at this place, by reaſon of the fatigues of the journey, and to collect my attendants, who have remained behind. By God's favour, as ſoon as my attendants ſhall be quite repoſed, I will reach you with ſpeed, and obtain the perfect happineſs of meeting you.

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13. To the Vizier: Written 14th March 1784.

Having underſtood your kind letter, containing exceſs of favour towards me, I am very grateful for your kindneſs. Concerning obtaining the happineſs of an interview, my heart is without choice, for it is my beſt wiſh and particular deſire; but it has been neceſſary to halt two or three times for repoſe from the fatigues of the journey. By the favour of God, leaving this place to-morrow night, I ſhall with all expedition obtain the pleaſure of an interview.

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15. To the Vizier: Written 17th March 1784.

Your friendly letter, founded on exceſs of particular favour, expreſſive of your determination to obtain a meeting, with other expreſſions of favour, made me grateful and happy by its arrival. In truth, how deſirous I am of that happineſs being clear to you from ſympathy, it is unneceſſary to repreſent it. Night and day, from abundance of real attachment, the determination of obtaining the honour of an interview is undeviatingly following the footſteps of the deſire of progreſs. But as, by reaſon of rapid marches, my attendants cannot be repoſed without two or three halts, therefore, being helpleſs, I intend to ſtay near Jug Dio Roy's Serai untill to-morrow, which will be Thurſday; afterwards, by ſucceſſive marches I will gain the happineſs of meeting you, and the hoped for advantage of an interview.

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16. To the Vizier: Written 20th March 1784.

At this time it is come to my knowledge, from the mouth of Huſſen Reza Khan, that you intended, out of your great kindneſs, to honour me with a viſit: from the length of this day's march but few of my attendants and guards are yet arrived, and my baggage is following: under theſe circumſtances I could not ſhew the reſpect and reverence which I wiſh in receiving you, therefore I requeſt you to defer giving yourſelf that trouble. In the morning the tents ſhall be pitched nearer, and by the favour of God you will honour my camp by your footſteps, and to-morrow I will march and halt according to your pleaſure. I repeat my repreſentation, that this day's march has been long, and the people are very much fatigued, therefore you ſhould not determine on troubling yourſelf in the morning: when my tents ſhall be near your camp by God's favour I ſhall obtain an interview; and if it ſhould be your pleaſure to ſtay here, you will honour me with your preſence, and if not, we will march together three or four coſs, and encamp cloſe to each other.

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17. To the Vizier: Written 21ſt March 1784.

I had the pleaſure to receive your kind letter, founded on exceſs of friendſhip and favour, and expreſſive of the deſire of meeting me, with other expreſſions of kindneſs. Although every inſtant of ſeparation at ſo ſmall a diſtance, appears to me as years, yet, it being very neceſſary to conſider the repoſe of the attendants, this day muſt be paſſed here. By God's grace to-morrow I ſhall have the happineſs of ſeeing you, and my anxious eye will become reſplendent to the glory of your company.

No. 9. To the Vizier's Grandmother: Written 9th April 1784.

As the Nawab Vizier lately invited me to theſe parts, to conſult me on the eſtabliſhment of his affairs, which were verging to irregularity and diſorder, I came to Lucknow agreeably to his requeſt, and am now with heart and mind intent on his welfare and advantage. I hoped from your graciouſneſs that you would have made me happy by your favourable letters; but though I have not been honoured by them, yet my reſpect and regard for you are greater than to be reſtrained by cuſtoms of outward ceremony; therefore I repreſent that I eſteem you as head of the family of the late Nawab; and from my ſincere friendſhip, and the brotherly connection which I had with him, as well as from my reſpect and attachment to yourſelf, I eſteem ſervices, and the attainment of your approbation, as incumbent upon me. I hope therefore that you will command me in ſuch affairs as you wiſh, the compliance with which I ſhall eſteem meritorious from the bottom of my ſoul, that I may not to the utmoſt of my ability fail in my reſpect and attachment. If you conceive that my coming to Fyzabad will be attended with any ſervice or advantage to yourſelf, I will, regarding it as a bleſſing, attend at your preſence. My regard and attachment to the Nawab Aſſop ul Dowla and his family will be clearly evinced to you by this, notwithſtanding my indiſpoſition, and the urgency of many important affairs, I came from Calcutta to this place. Heaven is my witneſs, that the whole wiſh of my heart is, that both the domeſtic and public affairs of the Nawab Aſſop ul Dowla may be ſo regulated and eſtabliſhed, that you, and all the members of his houſe, may approve of my conduct; and that the ſincerity and truth of my regard and attachment to the family of the late Nawab, as they have been, and ever will be, may convincingly appear.

No. 10. To Almaſs Ally Khan: Written 9th April 1784.

As Mr. Briſtow has made ſeveral repreſentations to the Governor General and Council concerning your conduct, they have requeſted me to enquire into it. Accordingly information is firſt given to yo , that having obtained an anſwer to each point from yourſelf, I may afterwards be informed of them from other quarters. What Mr. Briſtow has repreſented is this:—That laſt year without notice you went to your Ammuldaree, and remaining there, commenced a correſpondence contrary to fidelity with Cheyte Sing and Mahajee Scindia; that you even made an engagement or treaty, according to which the fort of Lahar, with its dependencies, was ſettled for your reſidence by Mahajee Scindia; and you agreed that you would, with your troops and treaſure, quit your ſervi e and duty to the Nawab Vizier, and reſide there.—Mr. Briſtow alſo ſent copies of the correſpondence.

No. 12. To the Vizier's Mother: Written 16th April 1784.

I have received your gracious letter, mentioning that my ſervices to the Nawab Vizier had obtained me much reputation in the world, and that you alſo were much obliged; that my coming to this country (in fact my own) had occaſioned its proſperity; and that you were convinced that my conduct to your ſon would be ſuch as would enſure his advantage, that of the country, and our mutual reputation for ever.

As I had the moſt ſincere regard for the late Vizier, and the connection of fraternity was formed between us, therefore I have the ſtrongeſt affection for the Nawab Aſoph ul Dowla, ſo that every ſervice which I can perform for him is the deſire of my heart: I came from Calcutta ſolely to be of uſe to him.—As you are pleaſed to expreſs your regard for me, I hope that you will favonr me with your advice, which I ſhall eſteem as an honour.—You will regard me as ever ready to oblige you, and make me happy by your commands.

39. To the Vizier: Written 4th May 1784.

Your gracious letter, intimating that you had heard that I intended to reduce ſome battalions of Company's ſepoys, therefore as troops were wanting for the eſtabliment of your country, and

and the affairs of the Company and your Excellency are one and the ſame, requeſting that I would let the reduced ſepoys, with their arms, enter into your Excellency's ſervice, having arrived, made me happy and informed by the contents.—As this affair reſts on the Counſil, I immediately on the receipt of your letter wrote to the Board, of whoſe reply I will inform you whenever it may arrive.

44. To Mirza Junglee: Written 13th May 1784.

Your letter of friendſhip, congratulating me on my arrival at Lucknow, and that I ſhould uſe my endeavours with the Nabob Vizier in the concern of your jagheer, that you might come with ſatisfaction to theſe quarters, with other particulars of union and friendſhip, has been received, and cauſed me much pleaſure and ſatisfaction.—I have this ſincerely in my mind likewiſe; but as the Nawab Vizier's ſircar is at preſent embarraſſed, from a deficiency of his income, I therefore conceive it improper to trouble him with this affair. God willing, in regard to your friendſhip, the way of ſerving you ſhall not be concealed in future.—I hope that, conſidering me your firm friend and well-wiſher, you will write and give me ſatisfaction.

76. To the Vizier: Written 28th June 1784.

Acknowledging the receipt of his letter, in which he mentions his ſafe arrival at Fyzabad; and hoping that he may ſoon return in health to Lucknow.

130. To Mirza Jungle: Written 23d Auguſt 1784.

I have received your letter, and underſtand the contents. As after my arrival at Lucknow I learnt the particulars of the heavy expences and diſtreſſes of the Vizier's government, and ever ſaw them myſelf, I therefore cannot with propriety trouble him on any ſubject; you alſo muſt therefore excuſe me in this affair.

No. 47. To the Nawab Vizier: Written 3d Auguſt 1784.

The Gentlemen of the Council have at this time written to me from Calcutta, that the pay of the two ruſſalas of cavalry, who are ſtationed at Cawnpore and Futtaghur, ſhould be included in your accounts. As I am not fully informed whether, at the time of ſtationing this cavalry, Mr. John Briſtow did or did not give you information, and receive your conſent to this buſineſs, I therefore trouble you to write to me if it were done with your conſent, that conformably thereto orders may be given to Mr. Wombwell to adjuſt the accounts.

139. To the Vizier: Written 4th September 1784.

Telling him that the Governor General had arrived at Dodeagurra; and that he ſhould move, after waiting two days, to aſſemble thoſe of his people that had remained behind.

144. To the Nawaub Vizier: Written 5 September 1784.

Informing him, that the Governor General had left Dodeagurra on that day, and that he had ſent Huſſen Reza Khan back to him.

145. To the Nawab Vizier: Written 8 September 1784.

Informing him of the loſs of the Governor General's Budgerow, and that he was arrived in his Feelchurra at Chunar, where he had received letters from Europe, the contents of which Major Palmer would make known to him.

147. To the Nawab Vizier: Written 13th September 1784.

Informing him of the Governor General's ſafe arrival on that day at Benaris.

179. To the Vizier: Written 27th September 1784.

A few days ſince I learnt that a perſon called Mirza Hyder Ally was arrived at Benaris, and called himſelf a ſon of the deceaſed Nawab Shujah ud Dowla; and I was alſo told, that he came from Fyzabad. As I did not know whether he left Fyzabad with or without your conſent, I therefore did not pay him much attention; and I now trouble you to give me every information on this ſubject; how he came here, and what your intentions are about him. He remains here in great diſtreſs, and I therefore wiſh to know your ſentiments.

206. To Mirza Hyder Ally, a ſon of the late Nawab Shujah ud Dowla: Written 13 October 1784.

An anſwer is arrived to what I wrote on your account to the Nawab Vizier, which I encloſe to you. Having read it, you will ſend it back. I conceive that you had better go to the Nawab Vizier's preſence, who will certainly afford you protection and aſſiſtance. I will write what is proper to carry with you to the Nawab, and it will in every reſpect be for your good. Whatever may be your intentions on this head, you will write to me.

N° 63. To the Vizier: Written 20th October 1784.

The unfortunate death of Mr. Wheler, whom I had left in charge of the government of the Provinces, has made it abſolutely neceſſary for me to return with the greateſt expedition to Calcutta; and I ſhall accordingly embark, on the 22d, on a faſt-going boat. I before this ſent to you the draft of a treaty between yourſelf and his Royal Highneſs the Prince, which Major Palmer will have preſented to you. If you ſhould approve of it altogether, it is well; if not, correct it yourſelf. I was deſirous of giving you, in writing, information of many points, for which, from the ſuddenneſs of my departure, and my want of leiſure, I have not had an opportunity. The Major, who is in my room, and is at it were my own tongue, and has the ſame thoughts, attends upon you; from his repreſentations you will learn every thing; apply yourſelf with eaſe of mind to your affairs. I already have written to you about the appointment of a perſon to command the newly-raiſed battalions, which will go with the Prince; and having now conſidered, that if an Engliſh officer ſhould be appointed to the command to them, it would be of great advantage to the forming and diſciplining of them, I have therefore choſen Captain Frith, who is an officer of rank and experience, and is univerſally praiſed for his good qualities. Should

this be agreeable to you, it will give me great pleaſure; you are however the maſter in it. For other particulars I refer you to Major Palmer.

Nº 70. To the Vizier: Written 22d October 1784.

Your letter, on the ſubject of my giving orders for the troops at Cawnpore to take poſſeſſion of the fort of Safty, arrived, and I learnt the contents. The whole of the troops at Cawnpore are under your orders, and are ready to comply with your wiſhes in the affairs of your ſircar. But as I am going with haſte to Calcutta, on ſome important affairs, I think that it will be adviteable that the taking the fort of Safty be poſtponed a ſhort time. I have written to Major Palmer on this ſubject, who will communicate what I have written to you. You will doubtleſs agree to this; on my arrival in Calcutta I ſhall write to you on this ſubject.

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238. To the Vizier: Written 11 November 1784.

Informing him that the Governor General arrived in Calcutta on the 3d November.

A. 2. To the Nawab Vizier: Written 15th January 1785.

Before my departure from Lucknow, I gave to Major Palmer a written order to Colonel Cumming for the removal of the troops under his command; and I alſo told the Major, that he ſhould ſend it to the Colonel whenever you ſhould think the execution of this order adviſeable. Accordingly, after my arrival in Calcutta, I informed the Council of this matter; but, on account of the events at his Majeſty's Court, the Council have determined that I ſhould write directions to Major Palmer to delay the diſpatch of that order, until all doubts from the adverſe events ſhould ſubſide, or be ſatisfactorily removed. I accordingly wrote to the Major, and he will have made you acquainted therewith. Afterwards intelligence arrived that Madajee Scindia had obtained honours from his Majeſty's preſence, for himſelf and for the Peſhwa, and that he was appointed to the full authority of all his Majeſty's concerns. From this increaſe of power to Scindia, and the ſuſpicion of his intentions, the Council gave particular and anxious attention to your intereſts; and as in the mean time letters containing the ſame apprehenſions were received from you, the Council were convinced that the removal of thoſe troops at ſuch a time would be very improper; becauſe, ſhould Scindia, according to report, entertain hoſtile intentions, the removal of the troops would be to aſſiſt his views; and even it was probable, that although he ſhould not have entertained ſuch intentions, yet the removal of the troops might give birth to them.

I am convinced of Scindia's ſincerity and uprightneſs, and I conſider the being of Scindia's army upon your frontiers to be cauſe of ſtrength to them, and I do not conſider the being there of his army to be an increaſe of power to him, but on the contrary I look upon it as a cauſe of danger and weakneſs to him.

My wiſhes are not very oppoſite to the wiſhes of the Council; but as in ſuch important affairs caution is neceſſary againſt the poſſibilities of fortune, and perhaps treacherous perſons might conſider the removal of the Futtyghur troops to be cauſed by an alteration in the friendſhip or power of either ſide, and might publiſh falſities; therefore the Council make this requeſt, and it is incumbent on me alſo to requeſt, from myſelf, that you would conſent to the continuance of the Futtyghur troops, until the doubts from theſe events and theſe dangers be removed. The Council have the ſame wiſh as you, that when the Futtyghur troops ſhall be no longer neceſſary, they may be removed. In caſe of the continuance of the Futtyghur troops, the new battalions which were raiſing to go there will not be wanted; I therefore requeſt that thoſe battalions may be diſbanded, which will be relief to your expences. You will learn further from Major Palmer.

A. 3. To the Vizier: Written 15th January 1785.

I have already diſcloſed my intentions to you of departing for Europe, and I now again inform you that my going is fixed for the 19th of Rubbeelulawul. You may remember that when at Lucknow I told you, that however neceſſary my return to Europe might be, I would not go till I had obtained from the Board aſſurances of the permanency and eſtabliſhment of the plan for affairs at Lucknow, concluded between your Highneſs and myſelf. Accordingly, agreeable to my promiſe, I have declared my ſentiments to the Board, and have obtained from them, in every way, their acceptance and conſent, to the ſatisfaction of my own mind, which Mr. Macpherſon will inform you of himſelf; and he will, with my office, take upon himſelf the direction of affairs agreeable to my plans; and to all my friends, particularly your Highneſs, he will ſhew ſuch kindneſs, regard, and friendſhip, that it will be ſaid I myſelf ſhall remain. The pain which I feel at ſeparation from you gracious to brothers, is not ſuch as to be expreſſed in words; therefore, on this ſubject, you muſt eſteem a few lines as a large volume. You will firmly aſſure yourſelf, that to my lateſt breath I ſhall remain impreſſed with the brotherly affection of your Highneſs, and will with heart and life be ardently buſy for the proſperity of your affairs in Europe, and I hope that you will continue to gladden me by your favouring letters and commands.

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23. Copy of the Vizier's Letter to Mr. Wombwell: Received 4th March, 1785.

I have received your letter, in which you write, that the gentlemen of council have written to you, that Majors Lumſdaine and Gilpin, with Engliſh battalions, had been ſtationed during the time of Mr. Middleton agreeably to my orders, for the puniſhment of Bulbudder Sing, deceaſed; and that they have both ſent into the Council claims for money expended by them on various accounts of the battalions during thoſe ſervices, which Mr. Middleton at that time mentioned to Hyder Beg Khan, who anſwered, that it ſhould be ſettled by way of monthly allowance, and that you ſhould therefore, if I give you permiſſion, write it in the accounts. I have learnt from Hyder Beg Khan that this matter was never mentioned to him by Mr. Middleton. God knows how thoſe gentlemen can have ſaid ſo.

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42. From the Vizier: Received 25th March 1785.

Your agreeable letter, full of friendſhip, informing me that ſince the departure of Mr. Haſtings to Europe, and your acceſſion to the chair of Governor General, you are from your heart employed in preſerving the friendſhip and refreſhing the intimacy between the Company and me, which from the beginning has been ſtrong, and in promoting my intereſts and advantages; that on account of the wars between the Company and the neighbouring Powers, the Company has been put to heavy expences, that it is therefore abſolutely neceſſary for retrenchments to be made in your own as well as every other department; that Mr. Haſtings till the day of his departure was attentive to this matter, and that you from the beginning of your Government are, in conjunction with the Council, engaged in this object; accordingly many battalions in the Company's ſervice, which are uſeleſs, have been diſbanded, and among them the body guard, which is now attending upon the Prince.—That I ſhould diſcover the Prince's wiſhes, and if he ſhould be deſirous to keep them for a little while, they may, agreeably to his commands, be continued, but that an European officer is unneceſſary.—That whilſt attending to reductions in the Company's expence, you turn your eye alſo to the diminutions of my expences, and that it is on this ſubject adviſeable for me not to give gratuities to Company's ſervants without recording them in the Company's accounts; that if I ſhould ever wiſh to be generous to any gentlemen ſtationed in my country, I ought firſt to acquaint you of it, and you having conſulted the Council on the matter, will write to me, and I ſhould act accordingly; that by the ſettlement of this rule great ſavings will be made in my Government, and you will be relieved from many applications of the gentlemen, who are always requeſting leave to reſide in my country, and the Company will be pleaſed at it; that every regulation of retrenchment is an additional ſtrength to the friendſhip which has ſo long ſubſiſted between the Company, the deceaſed Nawaub, and myſelf; that the promiſe which you gave to me to preſerve the agreement for a ſettlement of five years for my country, which was made by Mr. Haſtings, you will never deviate

deviate from;—arrived, and made me happy by every part of its contents.—Before this the letter which you wrote to comfort me, and ſet my mind at reſt, I anſwered with expreſſions of friendſhip, which you will have received.—I hope, from your favour and affection, that to the end of my life this connection and intimacy between me and the Company, and this plan of management for my country, may remain firm and ſtedfaſt.—I am from my heart and ſoul employed in labouring for the confirmation of this mutual friendſhip.—What you have written with the pen of ſincere affection, that whilſt attending to the retrenchments of the Company's expences, you attend alſo to the ſavings of my Government; from this I have received the greateſt pleaſure and eaſe of mind.

Mr. Haſtings was alſo deſirous of effecting this; for, at the time of his departure to Calcutta, he told me, on the ſubject of reducing theſe large expences, that when he ſhould be arrived there he would conſult with the Council, and write to me. At this time, that you are in his room, ſeated on the throne of Government, and have written this, I am convinced that the ſettlement of all my concerns will be properly made. My diſtreſſes muſt be well known to you, that, for the payment of the debt to the Company, I have incurred debts to the bankers; and that knowing the diſcharge of the Company's money to be my moſt neceſſary duty, I am from my heart employed in it. By the bleſſing of God, this will be properly adjuſted, and a mutual friendſhip and affection will be daily increaſed. Agreeably to your orders, I have repreſented the matter to the Prince, who told me, that his pleaſure was, for this battalion to remain at his preſence on the part of the Company, as formerly. I underſtand from Major Palmer, that orders are received from you for the diſmiſſion of the battalion; and that although, from my diſtreſſes and my payments to the Company's debts, I have no reſources for keeping more troops, yet I conſidered, that if this battalion ſhould be diſbanded, the Prince would be highly diſpleaſed, and I therefore took the battalion into my ſervice; and in this caſe, the continuance of Lieutenant Polhill in perſon is alſo neceſſary, that he may diſcipline the battalion. I have now, agreeably to your deſire, and according to the Prince's orders, done ſo much; and in future, whatever may be your orders, write them to me, that they may be executed. The particulars of the Engliſh gentlemen who reſide here, will be made known to you by the letters of Major Palmer. I hope that you will, in perſon, examine this matter in the ſtyle of favour and friendſhip; and after conſidering my ſituation, will order whatever you may think proper for my concerns. In this place I can write nothing but the particulars of my diſtreſſes; for the reſt I am under your orders. Whatever you may determine to be proper for me, and may write to me, ſhall be obeyed.

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47. COPY of a Letter from the Vizier to Mr. Wombwell: Received for Tranſlation 31ſt March 1785.

You having informed me, that with reſpect to the agreement which I had made, to give bills upon Calcutta and Surat, in payment of the Company's money, ten lacks at the end of Chyte, and lacks at the end of Bhaudun 1192 Fuſſelee, the Council have directed you to receive this money in ſpecie from me, and to pay it to Gopaul Doſs Sahoo, in diſcharge of the Company's debt to him.—I will, in conformity to my agreement, of giving bills upon Calcutta at 91 days, receive bills at that date from the Bankers with whom I have made an agreement, and deliver them to you; and you may either ſend them to Calcutta, or give them to Gopaul Doſs. It is entirely at your option; but I muſt receive the bills from my own Bankers, and deliver them to you, conformably to my agreement.

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42. To the Nabob Vizier: Written 4th April 1785.

Colonel Harper, an old friend of your family, and high in the confidence of your late very illuſtrious father, has aſked my permiſſion to pay his reſpects to your Highneſs, on his way to his ſtation with the army.

I grant him this permiſſion with pleaſure, as it muſt be agreeable to your Highneſs to ſee Colonel Harper. He was recommended to me by Mr. Haſtings, but he is beſides a gentleman of great merit, and a deſerving officer. I know he will repreſent nothing to your Highneſs

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but what is for the honour of your Government, for the credit of your friendſhip with the Company, and for your own good. What can I ſay more? I have given him a letter to Major Palmer.

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67. From Almaſs Ally Khan: Receievd 19th of April 1785.

Your letter, full of favour, written to eaſe my mind, honoured and comforted me by its arrival. You write that you had learnt that I had taken ſome alarm, and was ſending my family away from Lucknow. As no idea of this ever came, or ever could come into my mind, I am aſtoniſhed and confounded at theſe falſe accuſers, who, without reaſon, repreſent to you ſuch untrue intelligence, which has not the ſmalleſt foundation. That your Excellency from your favour ſhould have written thus fully, upon the reports from hence, I aſcribe entirely to your benevolence; and I derive therefrom the greateſt comfort and reliance, that through your kindneſs the truth and falſity of this circumſtance will be aſcertained. May the Almighty, in return for all this benificence, ſpread his ſhadow over you! I firmly hope from your juſtice, that from your favour, the perſon who repreſented to you this intelligence may be compelled to prove it; that if there be the ſmalleſt foundation for the idea of it, he may aſcertain it, or if otherwiſe, you may act as your benevolence ſhall dictate, ſo that in future he may never repreſent again ſuch falſe news. By the bleſſing of God Major Palmer, who reſides here, knows every thing, good or bad, and is the maſter: Whatever I might ſay further would be ſuperfluous, I, the ſlave of his Highneſs, will not to the end of my life, think of any other place beſides this. It will have been repreſented to you alſo how ſtedfaſtly, from my heart and ſoul, I maintain my duty and attachment to the Government of his Highneſs, and of the Company, which are the ſame. I am firmly convinced, that, during my whole life, no deviation or deficiency will ever be found in my obedience, attachment, and labours for the ſircar of his Highneſs, and of the Company, which are the ſame. The reſt you will learn from the letters of Major Palmer. From your commands of benevolence I have received the completeſt confirmation and comfort, both outwardly and inwardly, and I have no thoughts except thoſe of ſlavery and obedience to Government. Accordingly I am day and night employed with the greateſt exertions of attachment in the concerns of the ſircar. I hope, from your favours, that I may be always honoured by the diſpatch of kind letters, from which alone I can expect dignity, comfort and advantage.

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45. From the Vizier: Received 29th April 1785.

I am from my heart ſatisfied with the good qualities and excellencies of my friend Buckſhe Wombwell, in the appointment of Paymamaſter to the Company's troops ſtationed near me; and all my Miniſters and bankers are ſatified with the ſaid Gentleman. He is going for an interview with you; and I hope, from the greatneſs of your favour, that you will ſoon ſend him back here; and, conſidering me to be day and night recollecting your virtues, make me happy by frequent letters of friendſhip.

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69. From the Vizier: Received 21ſt April 1785.

Whatever you ſaid to Rajah Gobind Ram upon every point, the ſaid Rajah has fully written it to me. My friend, from the beginning of the friendſhip between the noble Chiefs of the Company, and the exalted gentlemen of Council, and my deceaſed father and myſelf, no deficiency ever appeared; and after the death of my deceaſed father I have conſtantly remained, and ſtill remain employed from my heart and ſoul in preſerving this friendſhip more than formerly, and on the part of the gentlemen alſo the ſyſtem of intimacy was preſerved. In many concerns,

the diſtreſſes which from various cauſes had happened, the Governor General, Mr. Haſtings, after learning, applyed himſelf to relieve my ſituation, and ſettled a plan by which the Company's money would properly be paid by my Miniſters, and the Company and all the Engliſh gentlemen would receive credit.

After his departure you, from your kindneſs, were favourable to my concerns, and preſerved the plan and agreement which had been ſettled between him and myſelf, and with the greateſt friendſhip you wrote to me the completeſt confirmation; and Major Palmer, in obedience to your orders, gave repeated conſolation to me and my Miniſters. I am covinced that the good ſituation of my concerns will be increaſed by your favour. Conformably to the agreement to pay the Company's money, which was ſettled between me and the late Governor Ceneral, my Miniſters have to this time paid the kiſts, and no deviation has happened; you may learn this from Mr. Wombwell. And I, conſidering the diſcharge of the Company's debt to be the moſt neceſſary of all affairs, paid it from the receipts of the country and the loans of the bankers, and I apply myſelf to nothing but the diſcharge of the Company's debt and the preſervation of your friendſhip. You told Rajah Gobind Ram that to this time the money had not been regularly paid, according to the agreement which had fixed kiſts for the Company's money: This order aſtoniſhes and confounds me, becauſe from laſt year to this time, whatever agreement had been made for the payment of the Company's money, my Miniſters have paid conformably to the kiſts, and are in future ready to pay, by the bleſſing of God, acccording to the engagements of payment; but your favour and countenance is requiſite. This order muſt certainly have been cauſed ſolely by the repreſentations of intereſted perſons; and I from this am much afflicted, that notwithſtanding the regular payment of the money according to the Kiſts, you ſhould give ſuch an order upon the repreſentations of intereſted perſons, otherwiſe ſuch orders could not have proceeded from your exalted mind, becauſe many days have not elapſed ſince you, in writing, gave me confidence on every point: and whilſt the money were regularly paid, you would not give ſuch orders: At any rate, I hope from your favour the obſervance of this rule, never to liſten to the repreſentations of intereſted perſons, becauſe in ſuch caſes the affairs are diſgraced, and the Bankers and Miniſters are diſpirited. With reſpect to the brigade at Futtyghur, you ſay that you had, agreeably to my requeſt, ſent orders for it to march to Behurghurra; but to this time Hyder Beg Khan has not advanced the money for their expences. My friend, my requeſt, whatever it be, is known to you. In all concerns there is one word upon which I rely, that whatever agreement was made between me and Mr. Haſtings, and the plan which was ſettled, and you have repeatedly written that you have approved of and preſerved that engagement and plan, in that engagement, out of conſideration to my diſtreſſes, whatever is promiſed with reſpect to the removal of that brigade is well known to you; and you alſo have written to Major Palmer, who has given me confidence that you, from your kindneſs for my relief, do not approve of keeping an increaſed army in this country; but that now, until the doubts from the weſt are removed, the Futtyghur brigade muſt remain. I alſo, who deſire only your ſatisfaction, approved of this advice, becauſe, as the reduction of my expences, and the relief of my concerns, is your wiſh, it will be done at a proper opportunity. When your letter for the Futtyghur brigade to remain a little time longer here was received by Major Palmer, and the Major, agreeably to your orders, told me, that this year, beſides one crore and five lacks of rupees, which had been engaged for the payment of the Company's money, no more would be demanded; I was entirely ſet at eaſe by your kindneſs. You now order, that I ſhould make advances for the expences of the brigade. My ſituation is not hidden from you; why ſhould I for ever trouble you, that this year I pay from the receipts of the country, and the loans of the bankers, for the diſcharge of the Company's money, what has been engaged. Do you yourſelf order, from your favour and kindneſs, whatever may be adviſeable towards the relief of my concerns. The affairs of my country and property, and of the Company's Government, through friendſhip are the ſame. Such matters depend upon your kindneſs. You will learn full particulars from the letters of Major Palmer. With reſpect to the expences of the gentlemen who are here, I have before written in a covered manner; I now write plainly, that I have no ability to give money to the gentlemen, becauſe I am indebted many lacks of rupees to the Bankers for the payment of the Company's debt. At the time of Mr. Haſtings's departure I repreſented to him, that I had no reſources for the expences of the gentlemen. Mr. Haſtings having aſcertained my diſtreſſed ſituation, told me, that after his arrival in Calcutta he would conſult with the Council, and remove from hence the expences of the gentlemen, and recall every perſon except the gentlemen in office here. At this time that all the concerns are dependent upon you, and you have in every point given eaſe to my mind, according to Mr. Haſtings's agreement, I hope that the expences of the gentlemen may be removed from me, and that you may recall every perſon reſiding here beyond the gentlemen in office. Although Major Palmer does not at this time demand any thing for the gentlemen, and I have no ability to give them any thing, yet the cuſtom of the

Engliſh

Engliſh gentlemen is, when they remain here they will in the end aſk for ſomething. This is beſt, that they ſhould be recalled. Mr. Haſtings wrote to me for the abolition of Captain Frith's batallion. At that time the diſturbances of the Seiks exiſted in the neighbourhood of Berelly, and my army was ſtationed on the gauts of the river, at thoſe places, which at this ſeaſon are always fordable. This year many other gauts were fordible, and the Seiks croſſed over to plunder, which is their cuſtom. My army, which is already there, came upon them, and puniſhed them, and they, finding no ſtrength to remain, croſſed back again, and returned; but it became neceſſary to guard all ghauts, and I therefore ſtationed for the defence of the Berelly ghuats, my old battalions, which were fixed at Khermbad, and the other Mahuls; and I ſent the battalions of Captain Frith, which were newly raiſed for the ſettlement of the Mahuls of Kherrabad, &c. Thoſe battalions went under the command of a commandant belonging to me, and no Engliſh gentlemen went there. In theſe 4 battalions, according to the rule of all my battalions, there are three thouſand men, and the expence of them including the artillery, is 25,000 rupees in each month. For a little time I thought this expence adviſeable, for the execution of two important objects, the ſettlement of the country, and the expulſion of the Seiks, which by the bleſſing of God have both been effected, I have now determined to diſband them after ſatisfying them; but I conſider it proper to guard the ghauts until Chyte; till when the fords continue; after that, when the river is full, ſo large an army will not be wanted at the ghauts. In this caſe I requeſt your advice, that as the army is on a reduced and ſaving eſtabliſhment, if you chuſe I will keep the battalions until Chyte; or if you order, I will diſmiſs them immediately. Captain Frith will have no concern in the battalions, commandants belonging to me will command them. With reſpect to Lieutenant Polhill's battalion, which with other gentlemen, is in attendance on the Prince, you ordered me to learn his Royal Highneſs's wiſh, and if he ſhould be deſirous to keep them, they might remain a little time with him. Upon learning his deſire, I, conformably to your inſtructions, have conſented to retain the battalion a little time, but I did not ſpeak about retaining Lieutenant Polhill, and the other gentlemen, nor does he continue with me in this command; I merely wrote to you in obedience to his Royal Highneſs's deſire, requeſting that Lieutenant Polhill alone might remain; the approbation and refuſal of which, depend entirely upon your pleaſure; I have no ability to maintain the battalion with the gentlemen: I deſire nothing but your ſatisfaction, and hope that ſuch orders as relate to the friendſhip between the company and me, and as may be your pleaſure, may be written in your own private letters to me, through Major Palmer, or in your letters to the Major, that he may, in obedience to your orders, properly explain them to me, and whatever may be ſettled, he may firſt in ſecret inform you of it, and afterwards I may write to you, having learnt your pleaſure: In this way the ſecrets will be known to your mind alone, and the advice upon all the concerns will be given in a proper manner—For further ſecurity, I trouble you again with my requeſt, that you will not liſten to the repreſentations of intereſted perſons with reſpect to my concerns; for in this caſe, my affairs are diſgraced, and the bankers, from whom I have borrowed many lacks towards paying the kiſts to the company, are alarmed.—I labour from my heart and ſoul to preſerve your ſatisfaction, and you from your kindneſs are inclined to maintain the plan and agreement which has taken place; therefore to give entrance to intereſted perſons, is laying the baſis of diſagreement. I hope from your favour that in the concerns between me and you, no intereſted perſon may be admitted to hear the ſecrets between the company and myſelf, and your orders.

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77. From the Vizier: Received 16th May 1785.

At this time I learn that Mahajee Sindia, in oppoſition to his engagements, has given birth to troubles, by cauſing a letter to be written to you from the preſence of his Majeſty, and by writing himſelf that you ſhould ſend the yearly tribute from the Company's ſircar. I am ſtedfaſt in my alliance with the Engliſh Gentlemen, and in the Company's affairs; and whatever circumſtance from any quarter may injure the concerns of the Company's government, I am ready with my life to join in the ſettling of it. Mahajee Sinda, conformably to the nature of his tribe (for the Maratta Nation is inimicable to the throne, and to all the inhabitants of Hindoſtan, and has always been the cauſe of ſuch troubles, and by the bleſſing of God has been brought to digrace) is now producing this buſineſs. On the part of the Company, of you, and of myſelf, in no inſtance has any deviation happened in the engagement with him: Mahajee Sindia has of his own accord choſen breach of treaty.—I have not coolneſs enough that Mahajee Sindia ſhould write in ſuch a manner to you, and that I ſhould ſit ſilent. I have determined, that, with the two brigades of the Company's troops which are here, and with my own army, I ſhould march from hence, and go in attendance

tendance on the Prince to his Majeſty's preſence, and bring to an explanation the perſon who will conceive ſuch ideas towards the Company. By the bleſſing of God I will in ſuch a manner plan the puniſhment of this buſineſs, that Mahajee Sindia may learn that he has written too much. In concerns of government, further conſideration and ſilence are not right; great delays have already paſſed, that Mahajee Sindia, finding his opportunity, has conceived ſo much pride as to ſend ſuch letters. Write to me permiſſion for this buſineſs, that I may march with the Prince and Major Palmer, and, taking with me the two brigades and my own army, may go to the Royal Preſence, and, by the bleſſing of God, puniſh the pride of Mahajee Sindia, and ſhew no deficiency on my own part in obedience and ſervice to his Majeſty. When his Majeſty ſhall have the ſole power in the concerns of royalty, he will be entirely ſatisfied with you and me. From the fear of his enemies, being without authority, he iſſues theſe orders. In this ſituation I have thought adviſable the journey of the Prince to the Royal Preſence, that I ſhould go in attendance upon him with all the forces, becauſe it was formerly his Majeſty's will that the Prince ſhould go back with the army at the time when Afraſiab Khan was alive, and Madho Row Bahader had not yet been introduced. Accordingly, from the Shookas addreſſed to me and to Mr. Haſtings, you will have learnt it, and it is now confirmed by the contents of a late newſpaper. In this buſineſs alſo his Majeſty will be pleaſed, the whole country relieved, and the concerns of the Company's Government and of mine, which are every way the ſame, will be benifited. The particulars of my ſincere and friendly deſire from my heart and ſoul for the Company's concerns, in conjunction with you, and other circumſtances, will be fully learnt from the letter of Major Palmer.

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22. To the Vizier: Written 12th May 1785.

As the two ruſſalas of Cavalry which are now in your country, are the only corps of cavalry in the ſervice of the company, and may be eſſentially uſeful in your dominions, I am to requeſt your permiſſion to debit you for them while they have been in your country, and I to continue the ſame while they remain in it. I muſt alſo make a ſimiliar requeſt with reſpect to the company of chaſſeurs ordered from Chunarghur to Cawnpore.

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25. To the Vizier: Written 12th May 1785.

I have the pleaſure to acknowledge the receipt of your two letters, containing requeſts that you may be relieved as much as poſſible from expence for the gentlemen ſtationed at Lucknow. This is a matter full of important benefits, and I have attended to your wiſhes therein. Accordingly ſome arrangements have been already reſolved on, the particulars of which will be communicated to you by Major Palmer, to whom I refer you.

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59. From the Vizier: Received 13th May 1785.

Your letter arrived, and made me happy: You write, that Colonel Harper is going to his ſtation, with the army, at Cawnpore; and had requeſted of you permiſſion to wait upon me, which you had granted on account of his courage and wiſdom, and becauſe Mr. Haſtings had recommended him to you on his departure; and whatever friendſhip I might ſhew to him would give you pleaſure. Agreeable to your commands I had an interview with him, with the greateſt friendſhip, and I was made happy. The ſending him to the brigade at Cawnpore is very proper and wiſe, becauſe he is in ths line of friendſhip from the time of the deceaſed Nawab, and the deceaſed Nawab was pleaſed with his virtues. I alſo have been made happy by an interview. From his being with the Company's troops ſtationed at Cawnpore, my mind will be on many accounts, at eaſe, and from hence no deficiency ſhall happen in attention to him.

28. To the Nawab Vizier: Written 19th May 1785.

I have had the honour of receiving your Highneſs's laſt letter the 10th of May. It has given me real ſatisfaction. Your Highneſs has on every occaſion ſhewn a ſpirit worthy your high ſituation and illuſtrious deſcent, and this is not the firſt occaſion in which you have united that ſpirited diſpoſition of mind, with ſtrong attachment to the Company and their Repreſentatives in India.

Your conduct in going to the aid of Governor General Haſtings, during the troubles of Benares, made a laſting and favourable impreſſion on my mind; and your offer to proceed now, at the head of your own and the Company's forces in your Country, to reſent any indignity that may be offered, raiſes my eſteem for your Highneſs to the higheſt degree.

I know that your Highneſs means this friendly offer from your heart; and, ſhould a proper occaſion offer, I will certainly agree to your propoſal with readineſs. I will mention it in the moſt favourable terms to the Company and the Miniſters of my Sovereign, who will not fail to give the King of England a full impreſſion of your Highneſs's attachment to the Engliſh.

At preſent I have every reaſon to believe, that neither Scindia nor Shaw Alom will deviate from the moſt friendly declarations which they have recently made to me, diſavowing any idea of diſſatisfaction towards your Highneſs or the Engliſh.

Your own troops, under proper management and diſcipline, and the Engliſh brigades, animated by the influence of your Highneſs's attachment to this Government, are fully ſufficient to command the reſpect of all the powers of Indoſtan united; and is it is neither my own diſpoſition, nor that of your Highneſs, to diſturb the neighbouring powers, or to offend our allies, ſo I truſt the peace of your dominions will be long eſtabliſhed. Major Palmer will mention other particulars relative to our military ſecurity. I am highly pleaſed with the zeal which your Miniſters have ſhewn towards your own and the Company's Government on this late occaſion.

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30. To the Nabob Vizier: written 16th June 1785.

In conſequence of Major Palmer's wiſhes to retire from his preſent office of Miniſter for the Governor General at your Highneſs's Court, I have appointed Colonel Harper to his office.

In this appointment I have been guided by my knowledge of your Highneſs's high opinion of Colonel Harper, and the real attachment which he bears to your family, as well as the great eſteem which your Miniſters and people bear to him, from the experience which your late moſt illuſtious father had of his attachment and honour.

Major Palmer will introduce Colonel Harper with the proper ceremony to your Highneſs. Permit me to add, that it was the wiſh of the late Governor General, though he had no perſonal friendſhip for Colonel Harper, that he ſhould be Miniſter on the part of my Government at your Highneſs's Court, after the departure of Major Palmer.

If I had it in my power to ſhow a ſtronger mark of my attachment to your Highneſs, and of my determination to maintain the engagements ſettled between us, than I do now by the appointment of Colonel Harper, I would gladly give ſuch a proof of my friendſhip. In every matter you will find me the true friend of your family, and the juſt ſupporter of your rights. Colonel Harper will explain particulars.

As Major Palmer is ſpeedily to return to Calcutta, I truſt your Highneſs will mark his departure from your Court with civility and favour.

33. To Ilmaſs Ally Khan.

Of the ſame tenor and date.

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87. COPY of a Letter from the Vizier to the Accomptant at Lucknow: received 16th June, 1785.

You write to me, on the ſubject of the monthly allowance to Majors Lumſdaine and Gilpin, that you have again received orders from the Council at Calcutta, to procure my conſent for it to be written in my accounts. I had before informed you, that during Mr. Middleton's time no mention had been made of it. As repeated orders have come from the Gentlemen of the Council, compliance is neceſſary, and you may write it in my accounts, agreeably to their orders. In the year 1193 that money will be received.—You further write about the accounts of Abdulreham Khan. Whatever the ſaid Khan has received, I agree to give. The money of the aſſignment has yearly come from thence; and in the year 1192 one crore and five lacks of rupees of the Company's money, which were engaged to be paid at that time. The entire accounts of Abdulreham Khan did not come, therefore a ſum out of one crore and five lacks of rupees has been written in part for Abdulreham Khan. Whatever has been yearly received, and the money which was written out of one crore and five lacks of rupees being deducted, write in any accounts whatever may remain in balance.

A true copy.

TREVOR WHELER.

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89. From the Vizier: received 21ſt June, 1785.

Your agreeable letter has arrived; and what you have ordered on the ſubject of the relieving me from the expences of the Gentlemen, I learnt fully from the repreſentations of Major Palmer, and became grateful for your favours and friendſhip. From your true affection, I am convinced that you will be favourable in relieving me from other expences alſo, becauſe the particulars of my diſtreſſes are well known to you.

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90. From the ſame: received 21ſt June, 1785.

I have had the pleaſure to receive your letter. You order that two ruſſalas of horſe are ſtationed by the Company to watch and defend my country and the concerns of my Government, and that from their remaining my dominions will be protected, and my concerns benefitted; and that from the day of the ſaid ruſſalas being fixed in my country, as long as they may remain there the expence of their pay ſhould be written in my accounts; that at this time a company of Europeans which was at Chunar has been added to the brigade at Cawnpoor, and that whilſt they ſhall continue with the troops of Cawnpoor, their pay alſo ſhould be iſſued from my Sircar, and written in my accounts. My friend, I am in every reſpect deſirous of your ſatisfaction, and on theſe points I can make no oppoſition to the manner which you direct; whatever may be your will I agree to it; I will pay it in the year 1193. The particulars of my diſtreſſes are well

known

known to you, and you have been favourable for the reduction of my expences. I hope that you will not order an increaſe of expence. My property and country are the ſame as the Company's ſircar; there is no difference; and the protection of my country, and of the concerns of my Government, is effected through the bleſſing of God and the friendſhip of the Company; it does not depend upon two ruſſalas of horſe and a company of European ſoldiers, becauſe there are in the brigade of Cawnpoor two battalions of Europeans, whoſe pay is iſſued by me with the pay of the brigade. I am in all reſpects hopeful of your favour. At preſent I can make no excuſes, becauſe it might occur to your mind that I do not chuſe to obey your will. Their aſſignments ſhall be given in the year 1193. In future, turning your eye to the relief of my ſituation, be favourable in a proper manner, that ſuch expences may not be put upon me.

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92. COPY of a Letter from the Vizier to the Accomptant at Lucknow: received 23d June, 1785.

You write that you have received orders from the Council, that 13,61,055 rupees, 7 annas, 6 pice, were to be paid in Mr. Briſtow's time to Gopaul Doſs Sahoo; and at that time the batta between 16 Sun Fyzabads, and Lucknow ſiccas was fixed at 5 rupees 9 annas and 3 pice per cent. to alter which, Governor General Mr. Haſtings came hither and aboliſhed the ſaid batta. That this money is now paying to Gopaul Doſs Sahoo, and the ſum of 71,910 rupees 12 annas and 7 pice, is by calculation made the batta of 13,61,055 rupees 7 annas and ſix pice; that if I ſhould conſent you muſt write it in my accounts. In the money of the Company which I have paid, and am to pay whilſt the 16 Sun Fyzabads were by aſſay worſe than every ſpecies, the batta of them from the difference of aſſay was paid to the Company through the Gentlemen who were here, at the rate of 5 rupees 9 annas and 3 pice, from the time that rupees were rectified in the mint of Lucknow according to the ſicca aſſay of 16 ſun Fyzabads. And the Governor General, Mr. Haſtings, coming here, found the aſſay of the Lucknow ſicca, which had then been rectified, to be according to the 16 ſun Fyzabads; he gave orders for the ſaid money to be taken the ſame as 16 ſun Fyzabads. I now pay the Company's money according to the ſicca of 16 ſun Fyzabads, and I have formerly paid to the Company the batta of the inferior ſpecies; in this caſe the batta of the aſſay does not fall upon me that I ſhould pay another batta; by the true accounts it does not belong to me, becauſe I have paid, and ſtill pay, the Company's money according to the Fyzabad ſicca, and the batta of the aſſay, which was fixed from the difference of the 16 ſun Fyzabads, belongs to the Company, becauſe I have paid it, and the batta of the aſſay of the difference of 16 ſun Fyzabads does not belong to the Mahjuns; and I do not know in what manner the batta of the aſſay has been allowed to Gopaul Doſs Sahoo: I, who have in every reſpect paid, and ſtill pay, according to the ſicca of 16 ſun Fyzabads as above-written, cannot be charged with the loſs of the batta of the aſſay.

A true copy.

TREVOR WHELER.

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43. To the Nawab Vizier: written 27th July, 1785.

The diſtreſſes that have been ſuffered for a long time by the Nawab of Furruckabad—the impoveriſhed ſtate of his country, and the failure that I have obſerved in the due diſcharge of your Excellency's tribute from it, have engaged my particular attention, and ſince my acceſſion to the government of the Company's affairs, I have often conſidered what remedy could be moſt properly applied to the removal of theſe evils.—It is needleſs to enumerate to your Excellency the various plans that have been ſuggeſted for theſe purpoſes, for they have failed, and your Excellency's good intentions, as well as thoſe of this Government, have, from ſome cauſe or other, been done away; and the diſtreſſes of the Soubahdarry of Furrackabad, ſo far from having been leſſened,

leſſened, have encreaſed, and the world have been free in their imputations upon your Excellency and the Company on this account.—I regard your honour and intereſt as my own; and after mature deliberation I have determined, with the advice of the Gentlemen of the Council, on ſeveral regulations for Furruckabad, which I think are properly calculated to anſwer the purpoſes deſired.—Particulars will be communicated to you by our friend Lieutenant Colonel Harper, whom I have inſtructed to confer with your Excellency upon them; and my plan of regulations will be caried into execution by Mr. Willes, who is ordered to repair to Lucknow in his way to Furruckabad, to wait upon your Excellency's commands. Mr. Willes is a ſervant of the Company in my confidence; he was much eſteemed by Mr. Haſtings; and as I know him to be deſerving of the regard which I entertain for him, I beg leave to recommend him earneſtly to the friendſhip of your Excellency.

I rely with confidence in your Excellency's full aſſent to what I have propoſed, and I am very anxious for its ſucceſs.

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101. From the Vizier: Received 10th Auguſt 1785.

Your agreeable letter to this purport, recapitulating the Governor General's letter of the 16th June, No. 30, favour-d me by its arrival. The appointment of Colonel Harper, who from the time of the deceaſed Nawab, has a fixed and ſtedfaſt connection of friendſhip and affection, and approved virtues, and tried manners, and formerly alſo reſided here with reputation, and is of a pleaſant diſpoſition; and the writing and ordering the words full of favour, which, from the greatneſs of your benignity, you have written to this purport, that if you had it in your power to ſhew a ſtronger mark of your favour to me, and your determination to maintain the engagements ſettled between us, than you do by the appointment of Colonel Harper, you would from your great favour give ſuch a proof of your friendſhip, joy, and pleaſure, and the happy news of the confirmation and maintaining of the plan and engagements between us, and the ſupporting the edifice of your friendſhip and favour, and the happineſs of my content and ſatisfaction, took place in the greateſt degree, and I was convinced that you are deſirous of maintaining the plan and engagement, becauſe after the departure of Major Palmer you have appointed Colonel Harper, who is my old friend: I hope from your favour that, for the confirmation of the plan, and the ſtrength of the engagement, you will keep employed the favour of your heart in the manner which you have promiſed from your kindneſs and friendſhip; and that you will believe me to be, in all ways, deſirous of your ſatisfaction, and attentive to friendſhip, and anxiouſly looking to the road of your favour.

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79. From the Vizier: Received the 24th Auguſt 1785.

At this time, from the news of General Sloper's arrival in Calcutta to the office of Council, and to command of all the forces, and of his friendſhip with you, I have received pleaſure. A letter of friendſhip addreſſed to the General will arrive: you will deliver the letter to the General, and will make me happy by conſtant letters of kindneſs.

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111. From the Vizier: Received 3d October 1785.

By the bleſſing of God, and the good favours and aſſiſtance of your Excellency, one krore and five lacks of rupees of the money of the Company's ſircar have been without balance paid according to engagement, from the collections of the money, and the loans of the bankers: In return for theſe that you have in every reſpect given me eaſe of mind and confidence, and that my miniſters, and the bankers, being comforted, have paid the money of the Company's government, I bring thanks and praiſes from my tongue, and may the Almighty preſerve you, for theſe attentions to friends! my friendly heart is convinced, that by the bleſſing of God, and your favours, in future alſo the money of the Company's ſircar will be properly paid, and the

management

management of this concern, and the cultivation of the country, will be cauſe of a daily increaſe of reputation to you. My hope from your kindneſs is this, that you will always continue fixed in the ſame favour of heart to my concerns.

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48. To the Nawab Vizier: Written 12th October 1785.

Though Colonel Harper has not explained the cauſe to me, I find there is an unuſual delay in your Excellency's aſſent to matters which, with the advice of the Council, I have recommended for the ſecurity of your dominion. What I write to your Excellency is firſt conſidered in Council, and copies of my letters to your Excellency go regularly to Europe, for the information of the King of Great Britain and the Company. When there are no favourable anſwers to my letters from your Excellency, how can I be anſwerable for the ſecurity of your country? there muſt be ſome bad adviſers about your Excellency; it is proper they ſhould be known, and removed. It is a rule with me never to liſten to bad adviſers; nor have I in any ſhape attended to thoſe who would wiſh thoſe to be exalted who are not friends to your Highneſs, and thoſe to be employed at Lucknow, on the part of the Engliſh, who formerly met with your diſpleaſure.

In appointing Colonel Harper, the friend of your late illuſtrious father, and your Excellency's friend, from the days of your early youth, and a gentleman highly eſteemed by the Engliſh for his honour and moderation; in appointing him the Miniſter at your Court, I thought I had rendered your Excellency the firſt of ſervices; and as I wiſhed to make your connection with the Company equally honourable to yourſelf and to them, and to free you from all expence, but ſuch as the Company ſaw upon their books, and for which they would be grateful, I thought my advice would be attended to, eſpecially when the object of it was your Excellency's ſecurity from neighbouring enemies; but I find ſome people about your Highneſs are more attended to than the Governor General. If Colonel Harper is to blame in any thing, or is neglectful of my orders, not all my friendſhip for him will ſecure him from cenſure.

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83. To Huſſen Reza Khan: Written 30th November 1785.

In conſequence of your faithful attachment and good conduct khelauts have been ordered for you, with which Colonel Harper will inveſt you, and at the ſame time will deliver to you the letter. From hence you will be convinced of the favours of the preſence. Knowing me to be favourable to you, write to me your health.

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84. To Hyder Beg Khan.

Of the ſame tenor and date.

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85. To Almaſs Ally Khan.

Of the ſame tenor and date.

7. ENCLOSURES from Colonel Harper: Received 2d March 1786.

No. 1. COPY of the Kiſtbundee, or Payment by Inſtalments, of 1,62,164 Lucknow Sicca Rupees, for Arrears to the Reſidency Servants in 1192, and the Whole of the Year 1193 Fuſſellee, from the Vizier to the Company.

For the expences of the gentlemen, conformably to the following kiſts, I will pay in the year 1193 Fuſſellee, one lack and ſixty-two thouſand one hundred and ſixty-four rupees.

The Seal of the Vizier.

At the end of Cheit	—	—	—	54,054 10 8	
At the end of Jeyte	—	—	—	54,054 10 8	
At the end of Bhadun	—	—	—	54.054 10 8	
					1,62,164 — —

G. HARPER,
Miniſter of the Govr Genl.

No. 2. COPY of the Kiſtbundee, or Payment by Inſtalments, for 65 Lacks of Lucknow Sicca Rupees, from the Vizier to the Company, for the Fuſſelee Year 1193.

Kiſtbundee of the Money of the Company's Government, &c. under the Seal of his Highneſs, for the Year 1193.

The Seal of the Vizier.

Fuſſelee. Seventy-one thouſand nine hundred and ten rupees for batta, having been written as part of theſe monies do not depend upon me. I have paid the monies of the Company's Government, according to the agreed ſicca. Let me receive deductions for the ſaid money in the kiſts.

At the end of Aſſin	—	—	—	3,25,000	
At the end of Cautic	—	—	—	3,25,000	
At the end of Augun. The kiſt		—	3,25,000		
For the expence of the brigade		—	5,00,000		
				8,25,000	
At the end of Pooſs	—	—	—	3,25,000	
At the end of Maug	—	—	—	3,25,000	
At the end of Phaugun	—	—	—	3,25,000	
At the end of Cheit The kiſt.		—	3,25,000		
Bills on Calcutta, at a period of 91 days		—	6,00,000		
				9,25,000	
At the end of Byſaak	—	—	—	3,25,000	
At the end of Jeyte	—	—	—	3,25,000	
At the end of Aſſar	—	—	—	3,25,000	
At the end of Sawan	—	—	—	3,25,000	
At the end of Bhadun. The kiſt.		—	3,25,000		
Bills on Calcutta and Surat, at a period of 91 days			15,00,000		
				18,25,000	
					65,00,000
From the articles of account, &c. as per the particulars of the ſeparate paper	—	—	—	56,88,941	
Beſides the account	—	—	—	8,11,066	
				65,00,000	

Having deducted in caſh from the kiſt, the exchange upon the bills, I will pay the balance of the kiſt.

Having deducted in caſh from the kiſt, the exchange upon the bills, I will pay the balance of the kiſt.

G. HARPER,
Miniſter for the Govr Genl.

33. To the Native Powers: Written the 12th September 1786.

You will understand from various quarters, that the King of England, and the India Company, have been pleased to appoint a new Governor General to preside over the Government and affairs of the English in Hindostan.

As I consider you as the true friend of the English, I think it proper to explain to you the circumstances of this appointment.

In the year 1773, it was found that the different Governments of Bengal, Madras, and Bombay, acting under different Councils, independant of each other, and dependant only on the orders of the Company, made separate engagements—and did not in all respects take the same steps to maintain the sacred faith of English treaties. Therefore powers were given by the King and Parliament of England to the Governor General and Council of Bengal, over all the establishments and affairs of the English.—But it has since been found that greater powers were still necessary to the Governor General of Bengal; and as the King and Parliament of England wished to repose those powers, in the first instance, to a Military General of the highest reputation, and a Nobleman of a rank superior to any Englishman or European, who had ever been in India before.—So the Right Honourable Charles Earl Cornwallis, a Lieutenant General of the King's forces, was solicited by the Company, with the approbation of the King, to accept the office of Governer General and Commander in Chief, with the most enlarged powers that were ever given to a British subject in any part of the world.—I have the honour to remain second in this Government to his Lordship, who has this day taken possession of his office.—I have explained to his Lordship fully every particular of the friendship which had been so much improved between you and the English, through my endeavours, and his Lordship has every wish to improve that friendship still more, possessing the powers the most ample for that end.—His Lordship now writes to you to this purpose, and you may consider his word as unalterable, and his esteem and regard to be firm and sincere.

COPY of Letter from Sir John Macpherson, Bart. dated 10th August, 1786: Received by the Ranger.

To the Honourable the Court of Directors, for the Affairs of the Honourable East India Company.

Fort William, August the 10th 1786.

Honourable Sirs,

1. AFTER I had written my letter of the 5th July, which was forwarded to you by the way of Bussora, the Barrington Indiaman arrived in the Ganges with authentic accounts, tho' not official, of the transactions at the India House on the 24th February last; I immediately wrote to you, in a postscript, under date the 12th July, my unfeigned sentiments relative to the appointment of Earl Cornwallis; and now transmit copies of my letter of the 5th, and of the postcript of the 12th July.

2. Permit me farther to assure you, that as far as my private wishes are concerned, I do not regret the appointment of a new Governor General. The period of my administration has been sufficiently long, if it has enabled me to testify my gratitude to the India Company, or to merit their approbation. I have had the honour of acting as your Governor General at a season of peculiar difficulty, when the close of a ruinous war, and the relaxed habits of your service, had left all your armies in arrear, and your presidencies in disorder. The labours and care of your superior

perior government for thoſe eighteen months, in which I have preſided over it, have given a new aſpect to your affairs; it will accordingly appear, whether my wiſhes or conceptions in favour of the intereſt of my country in Aſia, have been ſincere or uſeful; and you will find the teſtimony in the records of your proſperity. Ambition in aſpiring to more might have met with diſappointment; the continuance of ſucceſs in the adminiſtration of public affairs is never certain; but the orders, that have put a cloſe to my adminiſtration, will put my credit, that has attended it, beyond the power of fortune.

3. The tranſactions of the Bengal Government, during the time I have been a member of it, have been extremely intereſting; the period has been marked with extraordinary events, which at the time engaged the attention not only of the Company, but of the nation, and of Europe at large.—Parliament were inveſtigating the conduct of the Bengal Government during the period I have alluded to; and no queſtion ought now to be better underſtood in England, than the merits or demerits of the Members of the Supreme Council of India, during their public ſervice in the years 1781, 82, 83, 84, and 85.

4. In regard to my conduct, while in the chief management of the affairs of this country, you could not till now be ſufficiently informed. I venture to anticipate your final and ſincere approbation; and I am willing to believe that His Majeſty and the Nation, will not be indifferent to the exertions of an individual, who amidſt public difficulties, felt that he acted in a great ſituation for his country; and who eſteems it his beſt fortune, that he can transfer the government of theſe provinces, in improved proſperity to his illuſtrious ſucceſſor.

5. The condition in which Earl Cornwallis will receive the government of India, is creditable to the Company, and cannot be but ſatisfactory to the nation. The native inhabitants of this kingdom, are I believe, the happieſt and beſt protected ſubjects in India; our native allies and tributaries are ſatisfied, and confide in our protection; the country powers are emulouſly aſpiring to the friendſhip of the Engliſh; and from the King of Tidore, towards New Guinea, to Timur Shaw, on the banks of the Indus, there is not a ſtate that has not lately given us proofs of confidence and reſpect. The difficulties which aroſe on the ſubject of the late treaty of peace with France, have terminated in a convention neceſſary for the immediate tranquility, and fortunate for the future repoſe of India. The returning Indiamen of laſt ſeaſon will have carried to your valuable cargoes, with few extra demands upon your credit; the ſhips of this ſeaſon will do the ſame; and your credit in India ſtands at preſent ſo high, that there are few ſubſcriptions to the bills, into which you permitted your debts (to the amount of ſix crores) to be exchanged. The diſcount upon your bond debts is ſtill heavy; but notwithſtanding the aggregate maſs of all your debts, ſuch is the confidence of your creditors in the regulations adopted for the Bengal treaſury, that the certificates of an old date bear little diſcount, and thoſe newly iſſued but 9 percent.—Yet theſe certificates are in no ſhape ſet off as before, againſt receipts of revenue: Nothing is admitted at your treaſury as revenue, but ſpecie, in which now your armies are regularly paid up to the month. The reductions effected in the eſtabliſhed expences of Bengal are not ſo important as the checks eſtabliſhed againſt future expence: In both you poſſeſs the beſt proofs of integrity of your adminiſtration.

6. The meaſures put in operation for inveſtigating and realizing the landed revenue; for extending the amount, and regulating the prices, of your inveſtment; and for providing and improving a healthy poſition for your ſhips in the Ganges, are objects of internal regulation; yet they form but the part of a general ſyſtem; which has embraced all your preſidencies as one government, and which aimed at rendering that government permanent on the ſpot; fortunate for the nations under its authority, and a firm ſupport to the intereſt of Great Britain, in every part of the globe.

7. If the ſyſtem to which I have alluded has been ſucceſsfully applied to the conduct of your affairs in their various branches, a delineation of it, and of meaſures as they ſucceeded, under its influence, would be a work of the firſt utility to the Company. It would then appear how far ſyſtematical deſign and arrangement were conducive to your proſperity, or whether accident has had the principal effect in the event.

8. Anxious as I muſt ever be for the Company's welfare, I conſider it my duty to fix their attention to this very important queſtion; and ſhould it appear that the meaſures which ſerved to extricate them from diſtreſs were early announced to them, and ſteadily perſevered in, till on the

baſis

baſis of a general plan, their enemies were reduced or appeaſed, their reſources improved, their expences leſſened, their commerce extended, and their affairs in every department put in order and ſecurity: Should theſe benefits appear too ſyſtematical for chance to have produced, and to be the reſult only of a regular plan conducted on fixed principles, ſome knowledge, not unimportant or unuſeful, may be acquired from ſuch an experience; and it may ſerve hereafter as a guide to extricate from embaraſments ſimilar to thoſe which have been thus ſurmounted: The ſubject is intereſting, and all examination of it may prove inſtructive.

9. If you will look back to the general poſition of your affairs in Auguſt 1781, in the Carnatic, the Weſt of India, and in Bengal, you will ſee an accumulation of diſaſter, and the moſt extraordinary reverſe of proſperity. That untoward poſition of affairs in the eaſt was in alarming coincidence with the ſtate of affairs in the Weſt: America was finally loſt; yet the enormous wealth which poured in from our miſmanagements in India reſiſted the firſt effects of that event. The money acquired in the progreſs of our conqueſts in the Maratta country, the ſurplus revenue of India from 1778, and the aggregate amount of the Company's preſent debts at home and abroad, formed an immenſe fund of private property; it poured upon the nation in gold, in jewels, in ſilver, in bills, and in cargoes of Britiſh and foreign Indiamen; it formed a recruit for the public ſtock, which, amidſt wiſe regulations, after the cloſe of a moſt expenſive war, and the loſs of Thirteen Provinces, raiſed the public funds to their former ſtandard, and maintained Great Britain in her former power among nations.

10. Had India been loſt, the ſcene would have been reverſed; the capital of the Company's debts, and of thoſe due by her allies and dependants, would have vaniſhed like a dream; and returning cargoes, and the gold and jewels in the hands of Britiſh individuals, would have become the property of our enemies; and a landed revenue, nearly equal to the unappropriated income of Great Britain, would have left us with only the remembrance of paſt poſſeſſion.

11. To examine by the ſtandard of common miſconduct any errors of thoſe who prevented ſuch a diſaſter, and ſaved ſuch a ſtake for the empire, is not the moſt liberal conſtruction of juſtice, nor is it altogether worthy of a great nation. There cannot be a queſtion but the ſalvation of India may be clearly traced to the effects of a general ſyſtem, in which the following conſiderations ſtrike with particular credit and efficacy.

12. The prompt and efficient public zeal of Mr. Haſtings, in ſending Sir Eyre Coote, with the proper force and reſource, at the moment of danger, to the Carnatic; the unexampled perſeverance and gallantry of that General, who expired in a laſt great effort for his country; the confidence of the Naboh of Arcot, who ſurrendered his remaining revenues to the Company; the ſyſtematic integrity with which thoſe revenues were realized and diſburſed; the eventful battle, in which Sir Edward Hughes, with a very inferior force, attacked, and diſcomfited and diſperſed the great expedition of Mr. Suffrein—a ſervice to the nation, ſurpaſſed only by the modeſt merit of its author, and the wild enthuſiaſm with which France has celebrated the conduct of his opponent, whoſe future efforts could have no deciſive effect in the conteſt for India.

13. Nor, in looking back to efforts of individual leaders, ought we to forget the firſt ſucceſs of the unfortunate General Mathews; the deciſive repulſe of Tippo, by General Macleod, at the head of his native corps, at Panang; the ſucceſſes of Colonel Fullarton; and, above all, the defence of Mangalore, by Lieutenant Colonel Campbell—a defence which aſtoniſhed our native enemies, and which obtained for its author, from the adminiſtration of the veteran officers of France, the appellation of the Turenne of India.

14. To ſpecify more particularly the brilliant actions and meritorious ſervice which, in the military and political line, effected the preſervation of India, and the diſcomfiture of our native and European enemies, would be unneceſſary: They are already known and applauded; and to the general credit of our nation, it may be truly ſaid, that thoſe ſerved beſt who had the greateſt field for ſervice in the late war in India.

15. But, notwithſtanding theſe diſtinguiſhed features of the general ſcene of the laſt war, it muſt be acknowledged that, next to the efforts of the Company, and of his Majeſty's miniſters at home, the ſafety of India was chiefly owing to the unwearied exertions of the Bengal Council for three years, and their firmneſs in that fortunate policy by which, while they provided the reſources of the war, they maintained the Company's commerce and inveſtment, diſarming the hoſtility of the native ſtates, and exerting every influence and force againſt the views of European adverſaries.

16. If the Company will be pleaſed to re-peruſe the letter of the Supreme Council of Bengal, written to them in the Secret Department on the 16th October 1781, they will find, that the general diſtreſs of their affairs at that time was fully comprehended, and fairly met; that ſyſtematic regulations were reſolved upon to retrieve their intereſts; and that meaſures were promiſed upon a clear and enlarged view of India, which were regularly fulfilled: Nothing can be more intereſting than ſuch a record, nor can the company or the nation peruſe it with too much attention. You will pardon me for making ſome of the paragraphs a part of this letter. In times of future, and perhaps of ſimilar diſtreſs, it will be fortunate if your ruling ſervants are equally ſucceſsful in eſtimating events, and in fulfilling the promiſes which they may make to their country; and permit me to obſerve, that in all times it will be no mean ſecurity to the public, if, without deſpondency or deſpair on one hand, or overweening confidence on the other, your ſervants purſue the manly line of aſcertaining the remedy, without ſhrinking from the evil, and if finally they appeal to their firſt declarations, as the criterion of all their ſubſequent conduct. The following paragraphs need not a comment.

" Calcutta, 16th October.

" Par 7. By the laſt advices from Mr. Haſtings [who was at Benares] we have the ſincere " ſatisfaction to underſtand, that Madajee Scindia had made offers for a ſeparate peace and " treaty, which were accepted by the Governor General, who accordingly wiſhed to have a " meeting with that chief, an event which, if it takes place, will probably lead to an imme- " diate and general peace with all the Marratta government.

" 8. At all events we wiſh you to reſt aſſured, that we are determined, without loſs of time, " to accompliſh this neceſſary and moſt important object; nor can any one be more ſolicitous to " effect it than the Governor General: Meaſures have been already adopted, which open the " way to this event, and which place your intentions and directions in the faireſt and moſt ho- " nourable light to all the powers of India. That harmony now reigns in your Councils upon " this ſide of India, which muſt be no leſs ſatisfactory to you, than ſerviceable to the operations " of your government, either in negotiation or war.

" 10. The relinquiſhment, if not formal ceſſion, of all the territories wreſted during the pre- " ſent war from the Marattas, is not to be put in competition with the impending fate of the " Carnatic, and the boundleſs expence of maintaining ſuch conqueſts.

" 11. The termination of the Maratta war muſt be the commencement of ſuch an attack " upon Hyder Ally's poſſeſſions along the Malabar coaſt as muſt ſoon recall that bold invader " from the Carnatic, enable us to conclude a general peace with the native powers, and turn " our arms with efficacy againſt our European enemies.

" 12. Unfortunate as theſe miſmanagements have been, which left the Carnatic a prey to " attack, and puſhed our arms upon the ſide of Bombay beyond the wiſhes of this govern- " ment, and experience may be gained from our diſaſters, which the prudence and ability of " your leading ſervants, ſupported by your own well-weighed and decided authority, may yet " turn to the perfect ſecurity of the intereſts of Great Britain in India. If the conteſts in which " we are engaged with the country powers have not been ſucceſsful, they have opened to us a " perfect knowledge of the dominions, policy, faculties, force, and views of thoſe reſpective " powers.

" 13, If we have not benefited as uſual by our ſuperior diſcipline, we have aſcertained the " cauſes, and have learned the remedy which we ought to apply.

" 14. If our expences abroad have been immenſe, the œconomy neceſſary in future is preſſed " upon us by neceſſity.

" 18. For our own parts, as your ſervants, we moſt ſolemnly pledge ourſelves to you and to " our country, that, to the utmoſt of our ability, we ſhall endeavour to manage your affairs " upon the principles of maintaining your faith inviolate to your allies and dependants; of de- " fending effectually the dominions we poſſeſs, unambitious of extending them; of cultivating a " general ſyſtem of confidence with the country Princes; and of retrenching every poſſible ex- " pence, and cheriſhing that induſtry in manufacture and cultivation, which conſtitute the chief " value of remote dominion to any ſtate.

" 20.

" 20. But, gentlemen, much depends upon your hearty concurrence and ſupport, unmixed " with the influence of any prejudice, to enable your ſervants here to execute thoſe deſirable and " great public purpoſes. And if ever there was a criſis when the affairs of theſe diſtant dominions, blended as they are with the general proſperity of our country, calls upon the duty, " ſpeaks to the affection, and appeals to the honour, of thoſe who hold ſuch great truſts from " the public, this is the criſis. We ſay no more upon this ſubject, than that we feel its emergency; and that it is not only with the zeal of good ſervants, but with the grateful ſenſibility " of good citizens, that we wiſh to diſcharge our duty."

17. In a ſeparate letter, which in April 1783 I found myſelf obliged to addreſs to the Company, as the beſt reply to a report from the Select Committee, the progreſs made in performing the public promiſes made in October 1781 was explained, in a recapitulation of public tranſactions. The length and expences of the war made it afterwards neceſſary to draw your attention to a general ſyſtem of œconomy, as that which was moſt likely to extricate you from difficulty: You will accordingly find, that I thought it my duty to ſuggeſt to you a general plan on this important ſubject; I detailed it in a ſeparate letter dated on the 3d January 1784. Whether that letter has found its way or not to your Honourable Court, I am not informed; but many of your late orders and arrangements are in the ſpirit of its recommendations.

18. On the 1ſt February 1785, when I received the principal charge of your affairs from Mr. Haſtings, I informed you, in my letter of that date, that you would find me anxious to promote the general proſperity of your affairs on a " Syſtem that would promote the proſperity of your " Trade with the credit of the Britiſh nation, and the happineſs of the native inhabitants of " your India dominions."

19. How far theſe declarations were ſincere I can be certain; how far they have been verified the Company alone can determine. The detailed plans for extending your commerce, amidſt the diſcharge of your debts, were recorded on the 9th April 1785, and were received by you in October laſt. In January you received my addreſs of the 30th July 1785, in which you were comprehenſively informed of the ſituation of your affairs in all their branches, with general opinions as to the meaſures which promiſed improvement; thoſe meaſures were put in practice in the courſe of laſt year; they were explained as they were executed in the general letters of the Bengal government, and more particularly in my ſeparate letters of the 23d September, 6th and 22d October, and 2d November 1785, and in thoſe of the 11th and 26th January 1786, and in the letter by the Winterton in March, with that of 5th July, diſpatched overland.

20. If the company were now to call upon me to give them my opinion about the beſt modes for the future ſecurity and good conduct of their affairs, and to detail to them the beſt general ſyſtem for thoſe purpoſes, I could only recapitulate to them the principles laid down in the public letters to which I have referred, or I might delineate, in a clear and connected narrative, the effect of thoſe principles, and their particular operation, as applied in the meaſures that have been obſerved towards the native and foreign governments, and relative to the management of the revenue; the proviſion of the inveſtment; the general government of the country, and the reduction of expence: The reſult of the whole would be the parts and combination of the ſyſtem which was ſtated in the general letter of the 16th October 1781: You will find it alluded to deſcriptively in the 22d paragraph of that letter, as a work which the adminiſtration on the ſpot ought to arrange for the Company, and ſubmit afterwards for their correction and approbation. The diſpleaſure of the Company at the time prevented the completion of the work in the manner propoſed in the letter of October 1781; yet the advantages of it were repreſented to be as neceſſary for the guidance of your affairs, as a plan of regularity and order is eſſential in the arrangement of the common tranſactions in life.

21, Before I quit this ſubject, I muſt beg leave to refer to a minute which I entered on the public records as early as the 12th November 1782, and which contains in a few words the Abſtract of the Syſtem which I have been explaining: It was recorded on a remarkable occaſion, that on which Mr. Haſtings ſtated the increaſe of the Bengal revenues.

EXTRACT

EXTRACT Minute 12th November 1782; Revenue Conſ.

" To place the proceedings of this Government in the moſt favourable point of view, nothing " is wanting but the completion, to the great undertaking of reform.

" It is upon *this foundation* that the moſt valuable encreaſe of revenue and reſource can be ſe- " cured to the Company and the nation. Much has been already done; but it is only a begin- " ning. The work before us is arduous, but it is full of *public honour*, for it conſtitutes the " *public ſafety*.

" The regulations and arrangements neceſſary at home, to give ſucceſsful efficacy to the views " and operations of a Government acting upon ſuch principles, depend not upon this Board. It " is our duty to hope, and even to believe, that where our meaſures are founded in prudence " and good intentions, they will meet with *ſupport*; nay, it is our duty, if not our *right*, " to be confident that the *juſtice* of our employers and of our country will be ultimately *uner-* " *ring*."

22. Your Honourable Court will be pleaſed to recollect the extraordinary circumſtances of diſpleaſure from home, which hung over the Bengal adminiſtration when the preceding minute was addreſſed to it. Thoſe who condemned the conduct of the Bengal Adminiſtration before 1782, have approved of its meaſures ſubſequent to that period. Opinions of high authority in parliament have declared that the conduct of the Bengal Government after 1782 was entitled to approbation and reward. " *The juſtice of our employers and of our country* (will then prove what " we foretold it was) *ultimately unerring*."—How pleaſing muſt the reflection be, " that the " work of reform, which was ſo arduous," has been, in a great meaſure, performed, and that it " *has conſtituted the public ſafety!*" The repetition of ſo arduous an undertaking may be hereafter neceſſary; in ſuch an event, may it hereafter be remembered, that it is " *full of public ho-* " *nour!*"

23. In my addreſs of the 11th January laſt I endeavoured to open to your view the real value of our Aſiatic dominions, and to ſtate the management which would make them invaluable. Between the extremes of public advantage and public embaraſſment, from the management of India, there is not a wide latitude for action or expectation: perſeverance in the line of good management leads greatly and rapidly to proſperity, while a few miſtakes or errors may plunge into adverſity.

24. I have, perhaps, fatigued you with my anxieties and propoſitions upon this important ſubject: it will ever remain an intereſting concern to me; it is that in which I can be of moſt uſe to my country, and to mankind. It has, in various ſituations, which were calculated to give knowledge, and improve the judgment, been my conſtant object of attention for theſe eighteen years paſt.

25. The efficacy of my beſt exertions in the ſituation which I ſtill occupy cannot be great. I appear to the country powers, to the repreſentatives of foreign nations, and to all your preſi- dencies, an agent without the confidence of his country, and ſtripped of the powers of his truſt. In the courſe of eighteen months I have been twice reduced to this inefficient predica- ment; but I am perſuaded your intentions towards me perſonally have been always liberal, and towards the public good they could not but be ſincere. I have only to regret, that the meaſures which I opened to you for the ſecurity and proſperity of this country, and the advantage of the parent ſtate, were not better underſtood in England. If the fault has been mine, I have endea- voured to atone for it in this letter. Give me leave to conclude it, as it is the laſt probably which I ſhall ever addreſs to you, as your Governor General, by reminding you that I am the ſurviving member of the Council who addreſſed you on the 16th October 1781. Extraordinary and eventful has been the courſe of your affairs from that to the preſent day! May I be in- dulged in obſerving, that the ſolemn engagements pledged to you, and to the nation, does not remain unfulfilled? I appeal to your candour, whether my part of the obligation is not liberally diſcharged. At all events, I can ſolemnly declare to you, and to my country, " That I have, " to the utmoſt of my ability, endeavoured to manage your affairs upon the principles of " maintaining your faith inviolate to your allies and dependents; of defending effectually the " dominions you poſſeſſed, unambitious of extending them; of cultivating a general ſyſtem of

" confidence

" confidence with the country powers; of retrenching every poſſible expence, and cheriſhing " that induſtry in manufacture and cultivation which conſtitute the chief value of remote do- " minions to any ſtate."

Theſe, gentlemen, were the words of the engagements ſo ſolemnly pledged to the Company and to the public on the 16th October 1781. I may truly add, in the terms of the ſame engagement, " That it is not only with the zeal of a good ſervant, but with the grateful ſenſibility of " a good citizen," that I have endeavoured to diſcharge my duty.

I have the honour to be,

Honourable Sirs,

Your moſt faithful and

Moſt humble Servant.

COPY of the Revenue Letter from Bengal, 24th Auguſt, 1786. Received by the Ranger.

To the Honourable the Court of Directors for Affairs of the Honourable the United Company of Merchants of England trading to the Eaſt Indies.

Honourable Sirs,

Par. 1. WE had laſt the honour of addreſſing you from this department by the way of Buſſorah, under date the 3d ultimo; and now proceed, by the preſent diſpatch, to ſubmit to you the principal occurrences that have taken place ſince that period; referring for more minute information, in reſpect to all the particulars of our proceedings, to the broken ſet of conſultations, which will be tranſmitted down to the lateſt period by the Ranger packet, which is very ſpeedily to be diſpatched, as you will be more particularly informed from the public department.

2. In our late addreſs above noticed, of which a duplicate is alſo herewith tranſmitted, we pointed out to your conſideration the meaſures we had purſued for the regulation and limitation of the heavy charge to which you had been ſo long ſubject in the article of moſhaira, paid or allowed to the principal Zemindars throughout the provinces; and at the ſame time took notice of a queſtion, to which the proceedings on that ſubject had led, regarding the right of property in the ſoil, according to the conſtitution of this country; but as, from the nature of an overland diſpatch, we were then unable to furniſh you with all the materials of which we were poſſeſſed, to aſſiſt your judgement on a point of ſuch momentous conſequence, we now beg leave to call your attention to the accompanying extract from our proceedings of the 7th of April laſt, and now tranſmitted a number in the packet, for a complete detail of all the lights and obſervations with which the late Committee of Revenue have furniſhed us on this occaſion; on which we ſhall only further obſerve, that although we have no reaſon to doubt the authenticity of the facts on which their reaſoning is founded, which plainly leans to a concluſion in favour of the Government's and againſt the Zemindars rights in the ſoil; yet, as the exiſting regulations of this preſidency have for many years been founded on an apparently different, if not oppoſite, view of this ſubject, we conceive that you will approve of our declining, although urged to a contrary line of

conduct by the late Committee, to give any decided opinion on a ſubject of ſuch magnitude, or to make any eſſential alterations in the rules hitherto in force for the detail of the collection of your revenues, or in the conditions on which the Zemindars have, at leaſt of late years, been ſuppoſed and conſidered to hold their reſpective tenures, till we ſhall be favoured with your ultimate ſentiments and inſtructions.

3. The recurrence of the preceding ſubject leads us naturally to bring next in order under your notice that of a very ingenious, and, as we have every reaſon to believe, moſt valuable treatiſe, which has lately been compoſed and ſubmitted to us by Mr. James Grant, junior, one of your covenanted ſervants on this eſtabliſhment, conſiſting of an hiſtorical and comparative analyſis of the finances of Bengal, from the Mogul conqueſt to the preſent time. In this treatiſe it will appear that Mr. Grant's ſentiments in reſpect to the legal and conſtitutional rights of the Zemindars nearly agree with thoſe which we have above ſubmitted to your conſideration from the late Committee of Revenue; but the direct object, and moſt intereſting part of the work, relates to the important branch of your revenues, and to the defalcations they have ſuffered, and the confuſion into which they were thrown, about the date of your acquiſition of the Dewanny, from which it is the deſign of Mr. Grant's reſearches to diſcover and point out the beſt means to retrieve them; and by reſtoring, and reverting as nearly as poſſible to the ancient ſimplicity and regularity of the former financial ſyſtem of this country, to provide equally, and by the operation of the ſame general rules, for the ſecurity of the rights of Government and thoſe of the ſubject. Such being the magnitude and importance of the object held out by Mr. Grant's treatiſe, and the data which he adduces in ſupport of his poſitions carrying with them at leaſt a ſtrong appearance of theoretical truth, which is all that can be expected from the preſent ſtage of his enquiry, we think we ſhould not have diſcharged our duty to you and the public, had we not determined to afford to that gentleman every proper ſcope to bring his ſubject into practical explanation; and we have accordingly veſted him with adequate, and at the ſame time moderate powers for this purpoſe, by appointing him, under the Board of Revenue, and occaſional review of our own immediate department, to the office of Seriſhtadar, or General Superintendant of the native Revenue Accounts, and keeper of all rules, forms, and ordinances, in the native adminiſtration and collection of the revenues; in which ſtation it will be a principal branch of his duty to proceed gradually to enquire after, and to endeavour to reſtore, the ancient proportional accounts of the ſeveral diſtricts, and to aſcertain and fix as far as poſſible their ancient limits, as well as to re-eſtabliſh the officers of the Canongoe's department upon their ancient footing, ſo as to render them altogether independent of the Zemindars, and thereby gradually to diſcover all that may be practicable of ancient regularity, and to prevent greater confuſion in time to come. Theſe are ſome of the principal objects, and an imperfect ſketch of the outline of the office, we have thus inſtituted, of Seriſhtadar; but for your more minute information we muſt beg leave to refer you to the treatiſe compoſed by Mr. Grant, which will be tranſmitted to you from the Secret Department, as well to the Governor General's minute thereon, recorded in our conſultation of the 4th of laſt month, together with our ſubſequent inſtructions on the ſubject to the Board of Revenue; of both which laſt-mentioned papers copies are ſent numbers in the packet.

4. You have been heretofore regularly informed of the inſtitution of two offices, one in the Province of Bengal, and another in that of Bahar, for enquiring into the many undue alienations of revenue lands, which have, ſince the period of the acquiſition of the Dewanny, been clandeſtinely conveyed away by Zemindars, and other native officers of the collections, to the great prejudice of Government. That for the Province of Bahar has been lately brought to a termination, in the manner which you will find ſpecified in our correſpondence with the late Committee of Revenue recorded in the conſultation marked in the margin; but as we have not yet had before us the complete report which we have recently called for, of the progreſs and reſult of this part of the inveſtigation, we cannot enter further into this branch of the ſubject by the preſent opportunity, except to obſerve, that one effect which the operation of that inveſtigation had in common, if not perhaps to a greater degree than that in Bengal, was the diſturbance it created to, and jealouſies it unavoidably raiſed in, the minds of all that very numerous claſs of the inhabitants, whoſe tenures were the objects of its inquiſition; to which may be added, the evil conſequences which were occaſioned by keeping up a divided authority in the mofuſſil or interior diſtricts. With a view, therefore, to obviate theſe conſequences, as far as was conſiſtent with a due proſecution of your rights, as well as to the more effectual and ſpeedy inveſtigation of this branch of your reſources, we have inſtructed the Board of Revenue to direct the collectors, in their ſeveral diſtricts, to take charge of this department, in common with the revenue lands under their immediate ſuperintendance; and after they ſhall have concluded their ſeveral enquiries, the Board of revenue

is to make a general report thereon to us, for our final orders, it being our intention thereupon to paſs ſuch orders as may enable us, conſiſtently with a due regard to policy and humanity towards the natives, to raiſe the value of thoſe lands in the general collections, from which they have been eſtranged by ſuch a variety of modes.

5. Under the preceding general line of direction to the Board of Revenue, we have declared to them, that it is not our intention that theſe inſtructions ſhould affect what hath already been regularly enquired into, and ſettled under the ſanction of the late Committee, according to the regulations then in force; of the reſult of all which we expect ſoon to be furniſhed with their ultimate report, and in the mean time we have left it to that Board to fix on the period for the abolition of the preſent Bazee Zeemen Dufter, or office for alienated lands in Bengal, or to determine, whether by being continued it can, under the preſent ſyſtem, prove of any further utility to Government.

6. In our laſt diſpatch from the public department, under date the 3d of July laſt, you were duly informed of the abolition of the Committee, and conſequent inſtitution of the new Board of Revenue; and we now beg leave to refer you to the conſultation marked in the margin for the few general regulations which we have prepared and furniſhed them with, to ſerve as a conſtitution to their Board; on which we ſhall only here further obſerve, that the rules therein preſcribed for their guidance, are drawn principally from thoſe eſtabliſhed at the inſtitution of the late Committee of Revenue in February 1781, with ſuch alterations only as your orders of the 21ſt of September 1785, appeared to render neceſſary.

7. We feel great ſatisfaction in being able to tranſmit to you a number in the packet, the copy of a letter addreſſed to us from the office of the Accomptant General to the Revenue Department, conveying two ſtatements (copies of which are alſo tranſmitted) of the reductions we have been able to make in the charges of that department; from which you will obſerve the manner in which they have been ultimately reduced within the ſum of 72,00,000 of rupees, to which your order of the 11th of April 1785 had limited them. The accounts above referred to, being in themſelves ſufficiently explanatory, we ſhall only obſerve, that you may rely on our utmoſt attention to keep this eſtabliſhment in time to come within the bounds to which you have confined it.

8. The Board of Revenue having juſt furniſhed us with a general ſtate of the ſettlement, receipts, and balances, of the revenues of Bengal and Bahar, for the Bengal year 1192, ending in April laſt, we have the honour of tranſmitting a copy of it a number in the packet, together with a copy of the Board of Revenue's addreſs to us on this occaſion, and of the ſeveral accompanying explanations of the ultimate balance; which we are happy to obſerve to be comparatively ſo very inconſiderable, amounting, on the whole, to only rupees 8,86,269. 11. 92, of which the Board deem nearly 6 lacks to be ſtill recoverable; ſo that we have reaſon to believe that the collections in general for the laſt Bengal year 1192, or 1785-6, have been very ſucceſsfully realized, as will be ſufficiently evident from a compariſon of the accounts of this and former years, ſince the date of your ſervants having aſſumed the immediate agency of the Dewanny; and we have the more ſatisfaction in making this remark, from the opinion we entertain that ſo near a completion of the collection of the annual rental has not been the effect of any ſtrain on the country at large, or on any part thereof; which is, we are convinced, well enough able to bear its preſent aſſeſſment, provided due care be taken to prevent all oppreſſions from individuals; and, if our preſent views ſucceed, in reſpect to the advantages expected to be derived from the inſtitution of the office of Sheriſtadar, and the propoſed general enquiry into the Bazee Zeemeen or alienated lands, your Government in this country may have the happineſs of increaſing perhaps conſiderably further your territorial reſources, without injury to the inhabitants from whom they are derived.

9. The Governor General having, on the 18th of May laſt, laid before us an addreſs to him from Mr. Francis Gladwin, accompanied by a book of that gentleman's compilation, intituled, "An Epitome of Mahommedan Law," which we believe may prove of great utility to the judges of the Adawluts as well as to the collectors; we therefore very readily acquieſced in the Governor General's recommendation, that Mr. Gladwin ſhould receive our thanks for the trouble which the compoſition of this work muſt neceſſarily have coſt him, as well as that one hundred and fifty copies of it ſhould be purchaſed, as the property of the Company, for the uſe of their

ſervants;

ſervants; and we will tranſmit fifty copies thereof, for your more particular information, by the book packet by the Ranger.

10. An account of the balances of the Khalſa Treaſury, and of the ſeveral Provincial Treaſuries, including that of the ſalt office, is tranſmitted a number in the packet.

We are,
with reſpect,
honourable Sirs,
your moſt faithful
humble ſervants,

JOHN MACPHERSON,
RD. SLOPER,
JOHN STABLES,
CHAS. STUART.

Fort William,
the 24th Auguſt, 1786.

COPY of a Letter from Wm. Larkins, Eſquire, Accountant General in Bengal, to the Chairman of the Eaſt India Company, dated 5th Auguſt 1786.

DUPLICATE.

To William Devaynes, Eſquire, Chairman, or to the Chairman for the Time being, of the Honourable the Court of Directors of the United Company of Merchants of England trading to the Eaſt Indies.

Sir,

Par. 1. IN conformity to the directions which I had the honour to receive by the Talbot, on the 28th April 1786, from my much reſpected friend Mr. Haſtings, dated Cheltenham, 18th April 1785, I have the honour to tranſmit you copies of the papers, which I kept as memorandums of the particulars of the dates on which the ſums contained in Mr. Haſtings's account of 22d May 1782 were received.

2. Should it ever be required of me to authenticate the veracity of theſe copies, upon oath, I ſhall at all times be ready to afford that ſolemnity to the fidelity with which they have been made; but it cannot be expected that I ſhould at preſent, by voluntarily making this ſerious appeal to the Omniſcient, incur the ſuſpicion of wantonly proſtituting ſuch ſolemn aſſurances with indifference; which is an idea that would moſt probably be encouraged by thoſe who were pleaſed to inſinuate, in the eleventh report of the Select Committee of the Houſe of Commons, that becauſe there were other modes, by which the neceſſity of that which I did take on 16th December 1782, which accompanied Mr. Haſtings's letter of that date, might have been precluded, yet, as theſe were not taken, my affidavit merited little credit, in the eſtimation of mankind.—And that the juſtice of this inſinuation may no longer be inferred, from my not having explained the circumſtances which, as I thought, rendered that affidavit neceſſary, I ſhall now ſtate them with the utmoſt fidelity.

3. Mr.

3. Mr. Haſtings returned from Benares to Calcutta on 5th February 1782: At that time I was wholly ignorant of the letter which, on 20th January, he wrote from Patna, to the Secret Committee of the Honourable Court of Directors: The rough draft of this letter, in the hand writing of Major Palmer, is now in my poſſeſſion. Soon after his arrival at the Preſidency, he requeſted me to form the account of his receipts and diſburſements, which you will find journalized in the 280th, &c. and 307th pages of the Honourable Company's General Books of the year 1781-2. My official ſituation, as Accountant-General, had previouſly convinced me, that Mr. Haſtings could not have made the iſſues, which were acknowledged as received from him, by the accounts of ſome of the paymaſters to the army, unleſs he had obtained ſome ſuch ſupply as that which he afterwards, viz. on the 22d May 1782. made known to me; when I immediately ſuggeſted to him the neceſſity of his tranſmitting that account which accompanied his letter of that date; till when, the promiſe contained in his letter of 20th January had entirely eſcaped his recollection.—The particulars of the paper No. 1 were read over to me, from a Bengal paper, by his Banyan Cauntoo Baboo; and, if I am not miſtaken, the three firſt lines of that No. 2, were read over to me, from a Perſian paper, by his Moonſhy. The tranſlation of theſe particulars, made by me, was, as I verily believe, the firſt complete memorandum that he ever poſſeſſed of them, in the Engliſh language; and I am confident, that if I had not ſuggeſted to him the neceſſity of his taking this precaution, he would, at this moment, have been unable to have afforded any ſuch information concerning them.

4. The rough draft of this letter and account having been made by Mr. Haſtings, in my preſence, at his garden houſe at Alleypore, I wrote the fair copies of them. After theſe were ſigned by him, they were put into a cover directed by me, which he ſealed up.—I then took the letter with me to town, for the purpoſe of being delivered to the Secretary, when the cloſe of the Lively's packet might be near at hand, not deeming it eligible to deliver it before, as I had known inſtances of letters that were delivered to the Secretaries any length of time before the departure of a packet, eſcape their recollection at the cloſe thereof.

5. On 21ſt Auguſt 1782, I was taken alarmingly ill, and when I was ſufficiently recovered to be put into a budgerow for the change of air, apprehenſive that the packet might be cloſed ere I returned to the preſidency, I ſent the letter by my Jemmautdar, with a verbal meſſage to Mr. Secretary Auriol, requeſting that he would take care that it was put into the Lively's packet; but Mr. Auriol not knowing that it was a letter from the Governor General, declined taking charge of it for this purpoſe, alledging that it was repugnant to the ſtanding regulation of the ſervice, for any ſervant to correſpond with the Court of Directors, but through the Governor General and Council, I was at this time unable to write, and not having then any perſon about me, who could have wrote what I dictated, I ſent the letter by my Jemmautdar to Mr. George Neſbitt Thompſon, Mr. Haſtings's private ſecretary, with the ſame requeſt as that by which it had been tendered to Mr. Auriol; I returned to Calcutta on 13th December 1782, and immediately ſuggeſted to Mr. Haſtings the neceſſity of his accompanying this letter with the affidavit which I took before Mr. Juſtice Hyde, and a letter explanatory of the apprehenſions which ſuggeſted this precaution.

6. Upon referring to the liſt of packet ſent by the Reſolution, it will be found to have been dated on 9th May 1782: and although the public department proceedings of the 30th May will be found to ſtate, that the Commander reported, in a letter dated 26th of that month, that his diſpatches had been delivered to him, but that he could not proceed to ſea until he had re-placed the anchors and cables which he had loſt, there will not, I believe, be found any letter or paper, tranſmitted to the Honourable Court, or to their Secretary, either by the Governor General and Council, or by either of their Secretaries, of a later date than that of 9th May 1782, when I had not been made acquainted with the tranſaction alluded to in Mr. Haſtings's letter of 20th January 1782: and although the ſtatement of 22d May 1782 might have been deemed in 1783 "a new diſcovery," yet it will appear, that the ſecond article of it had been communicated to the Secret Committee of the Honourable Court of Directors on 29th November 1780, and that the laſt article of that ſtatement had been reported to them on 20th January 1782. The firſt of theſe dates, will, I believe, be found prior to the inſtitution of any parliamentary enquiry into the tranſactions of the Governor General and Council, and the laſt of them will alſo be found to be prior to any reſolutions of the Houſe of Commons that were paſſed, which affected Mr. Haſtings; and it cannot require an argument to prove, that it was not poſſible for him to have known in Bengal, what had not paſſed in England a month, when I recommended the formation of that account and letter, which were wrote on 22d May 1782, when we had every reaſon to ſuppoſe that the Reſolution had taken her departure; but had it been known that there was an

opportunity of writing by her, yet, as that ſhip was ſo badly manned, ſhe was not likely, at ſo unfavourable a ſeaſon of the year, to make any other than a very tedious paſſage, and as we were then in daily expectation of the Maratta Treaty arriving from Mr. Anderſon, when it was intended to diſpatch a packet to England, I certainly ſhould not have adviſed Mr. Haſtings to tranſmit any ſuch papers by her, unleſs I could have foreſeen that neceſſity, which did not occur until after the reſolutions of the Houſe of Commons of 15th April 1782 had become known in Bengal, when the affidavit became neceſſary; but which could not have been the caſe, had the letter of 22d May 1782 been previouſly tranſmitted, either by the Reſolution or by any other conveyance; ſince it could not be required to prove, what had already been eſtabliſhed.

7. While Mr. Haſtings filled the ſtation of Governor General, I had too much reaſon to apprehend that explanation which I could have given of theſe circumſtances, whatever might have been the ſolemnity of the aſſurances under which they could have been given, would have been attributed to the moſt abandoned, as well as the moſt ſelfiſh motives; and it is only upon the confidence which I deem myſelf entitled to place upon the eſtimation in which my character has hitherto been held, during the fourteen years that I have had the honour to ſerve the Honourable Company, nine of which have been paſſed in executing the duties of one of the moſt important offices under this Government, that I can venture to incur the ſuſpicion of having ſacrificed the duty which I owe to my Honourable Employers, and to my own character, to motives of gratitude for one who was my patron, by attempting to refute the implicated reflections that affect my character, in the 5th page of the eleventh report of the Select Committee of the Houſe of Commons.

8. I ſhall now proceed to ſtate the explanations which are required to elucidate the correſpondence between the papers No. 1 and 2, which accompany this addreſs, and Mr. Haſtings's account of 22d May 1782.

9. Although the two firſt ſtated ſums are, in the paper marked No. 1, aſſerted to have been paid to Mr. Croftes in 18th and 19th Aſſin 1187, which correſponds with the 1ſt and 2d November 1780; yet the copy of the Bengal running treaſury account, which is now in England, will not be found to contain any ſuch ſums as received from Mr. Haſtings under theſe dates; becauſe theſe, together with another ſum of ſicca rupees one lack, which were taken from his own caſh at that time, made up the firſt ſupply that was ſent to the Maratta army under Chimnajee Booſla, which the Sub-Treaſurer could not bring to account, until he was authorized by an expreſs order of Council upon the Treaſury for that purpoſe, which was not granted until 5th January 1781; after which, viz. on 15th of that month, the head of ſecret ſervice was debited for the amount of that ſupply, and the head of money borrowed at intereſt 1780, credited for theſe ſums, for which the bonds No. 1539, dated 1ſt October 1780, and No. 1540, dated 2d October 1780, each for the ſum of current rupees 1,16,000, or ſiccas one lack, were granted. The remainder of that amount was carried to the credit of the head of four per cent. remittance loan; Mr. Haſtings having taken a bond, No. 89, which has been ſince completely liquidated conformable to the terms of that loan.

10. The third ſum contained in Mr. Haſtings's account, for which the bond No. 1354, dated 23d November 1780, for current rupees 1,74,000, or ſiccas 1,50,000, was granted, was for the payment ſtated in the paper No. 1 to be made to Mr. Croftes on 11th Augun 1187, which correſponds with 23d November 1780.

11. The fourth ſum ſtated in Mr. Haſtings's acconnt was the produce of ſundry payments made to me, by Sadamund, Cheyte Sing's Buxey, who either brought or ſent the gold mohurs to my houſe from whence they were taken by me to Mr. Croftes's, either on the ſame night or early in the morning after; they were made at different times, and I well remember that the ſame people never came twice.

12. On 21ſt June 1780 Mr. Haſtings ſent for me, and deſired that I would take charge of a preſent that had been offered to Cheyte Sing's Buxey, under the plea of atoning for the oppoſition which he had made towards the payment of the extra ſubſidy for defraying part of the expences of the war; but really in the hope of inducing Mr. Haſtings to give up that claim; with which view the preſent had firſt been offered. Mr. Haſtings declared, that although he would not take this for his own uſe, he would apply it to that of the Company, in removing Mr Francis's objections to the want of a fund for defraying the extra expences of Colonel Camac's detachment.

13. On

13. On my return to the office, I wrote down the ſubſtance of what Mr. Haſtings had ſaid to me, and requeſted Mr. James Miller, my deputy, to ſeal it up with his own ſeal, and write upon it that he had then done ſo at my requeſt. He was no further informed of my motive for this, than merely that it contained the ſubſtance of a converſation which had paſſed between me and another gentleman, which, in caſe that converſation ſhould hereafter become the ſubject of enquiry, I wiſhed to be able to adduce the memorandum then made of it, in corroboration of my own teſtimony; and, although that paper has remained unopened to this hour, and notwithſtanding that I kept no memorandum whatever of the ſubſtance thereof, yet, as I have wrote this repreſentation under the moſt ſcrupulous adherence to what I conceive to be truth, ſhould it ever become neceſſary to refer to this paper, I am confident that it will not be found to differ materially from the ſubſtance of this repreſentation.

14. As this preſent paſſed through my hands, called upon as I was by the perſon for whom it was deſtined, and who requeſted me to receive it for the purpoſe of being applied to the Honourable Company's uſe, I conceived it was incumbent upon me to relate circumſtantially the part which I had taken in the tranſaction.

15. The fifth ſum mentioned in Mr. Haſtings's account, is the amount of the payments ſtated by the paper No. I. to have been made to Mr. Croftes on 15 and 16 Byſack 1188, and will be found credited for, in the copy of the Bengal running Treaſury account, now in England under 26th April, 1781, which correſponds with 16 Byſack 1188; and as it will be found to have been moſtly made in ſilver, it muſt have taken up more than one day to count, as the Soucars at the Treaſury ſeldom can count more than one lack of Sicca rupees in one day; of courſe, the whole payment was brought to account on the date on which it was completely made.

16. The ſixth ſum ſtated in Mr. Haſtings's account appears, by the paper, Nº 2, to have been received of Nundoolol, and may, I ſhould ſuppoſe, be conſidered as a part of the balance of the peſhcuſh of Dinagepore, which is ſtated in the paper No. 1, at ſiccas 1,00,000, which would conſequently become reduced to 50,000—but this was an alteration which I did not chuſe to make, that I might be enabled at all times to ſwear that theſe papers have continued in their original ſtate.

17. The dates on which this payment was made to Mr. Haſtings, as well as thoſe made in part of the produce of the preſents enumerated in the paper No. 2, are ſtated the ſame in the 280th and 281ſt pages of the Honourable Company's General Journal of 1781-2, as they are brought to account in Mr. Haſtings's private books; but as neither of the other ſums paſſed through his hands, theſe contained no ſuch ſpecification, and conſequently could not enable him to afford the information with which he has requeſted me to furniſh you; and it is more than probable, that if the affidavit which I took on the 16th December 1782, had not expoſed my character to the ſuſpicion of my being capable of committing one of the baſeſt treſpaſſes upon the confidence of mankind, I ſhould, at this diſtance of time, have been equally unable to have complied with his requeſt; but after I became acquainted with the inſinuation ſuggeſted in the Eleventh Report of the Select Committee of the Houſe of Commons, I thought it but too probable, that, unleſs I were poſſeſſed of the original memorandums which I had made of theſe tranſactions at the time when I became acquainted with them, I might, at ſome diſtant period, be unable to prove that I had not deſcended to commit ſo baſe an action.—I have, therefore, always moſt carefully preſerved every paper which I poſſeſſed regarding theſe tranſactions.

18. Although Mr. Haſtings was extremely diſſatisfied with the excuſes which Gunga Govind Sing aſſigned for not paying Mr. Croftes the ſums ſtated by the paper No. I. to be in his charge, he never could obtain from him any further payments on this account.

19. Conſcious that the concern which I have had in theſe tranſactions needs neither an apology nor an excuſe, and that I have in no action of my life ſacrificed the duty of fidelity which I owed to my Honourable Employers, either to the regard which I felt for another, or to the advancement of my own fortune, I ſhall conclude this addreſs, firmly relying upon the candour of thoſe before whom it may be ſubmitted, for its being deemed a ſatisfactory as well

well as a circumſtantial compliance with the requiſition in conformity to which the information it affords has been furniſhed, without which it would have been as baſe as diſhonourable for me ſpontaneouſly to have afforded it; for though the duty which every man owes to himſelf ſhould render him incapable of making an aſſertion not ſtrictly true, no man, actuated either by virtuous or honourable ſentiments, could miſtakenly apprehend, that unleſs he betrayed the confidence repoſed in him by another, he might be deemed deficient in fidelity to his employers.

I have the honour to be,

with the utmoſt reſpect,

Sir,

Your moſt obedient

humble ſervant,

Calcutta,

5th Auguſt, 1786.

(Signed) WM. LARKINS.

No. 1.

No. 1. DUPLICATE.

COPY of the Particulars of the Dates on which the Component Parts of ſundry Sums included in the "Account of Sums received on the Account of the Honourable Company by "the Governor General, or paid to their Treaſury by his Order, and applied to their Service," were received for Mr. Haſtings, and paid to the Sub-Treaſurer.

	DINAGEPORE.			
From 29 to 31	Sanwun 1186 or	89,999 — —		
17 to 21	Bhadun —	49,974 — —		
1 to 5	Aſſin —	27,000 — —		
8	Pooſe —	25,000 — —		
10	— —	15,000 — —		
27	— —	10,000 — —		
29	Maug	20,000 — —		
2	Faugun	20,000 — —		
4	—	9,000 — —		
12	—	1,000 — —		
9	Saurvum	40,000 — —		
			3,06,973 --- ---	
	18 and 19 Aſſin paid Mr. Croftes	— —	2,00,000 --- ---	
	Remains —	— —	1,06,973 --- ---	
	Charges —	— —	9,310 --- ---	
	Balance in	Charge of G. G. S.	— —	97,663 — —
	PATNA.			
12	Cheite	15,000 — —		
18	—	10,000 — —		
22	—	60,000 --- ---		
23	—	5,000 --- ---		
23	—	10,001 --- —		
28	—	60,000 --- ---		
	Carried over —	1,60,001 --- ---	— —	97,663 — —

	Brought over — —	— —		— —	97,663	0 0
	Patna brought over — —	1,60,001	0 0			
10	Byſaack — — —	10,000	0 0			
10	— — — —	26,000	0 0			
12 to 14	— — — —	20,000	0 0			
14	— — — —	4,000	0 0			
2	Affin — — — —	1,800	0 0			
				2,21,801	0 0	
	15 and 16 Byſack paid Mt. Croftes	— —		2,00,000	0 0	
				Balance — —		21,801 0 0
	NUDDEA.					
15	Cawtic 1187, or — — —	16,001	0 0			
27	— — — —	20,000	0 0			
28	— — — —	20,000	0 0			
30	— — — —	10,000	0 0			
4	Augun — — —	7,749	0 0			
7	— — — —	5,000	0 0	5,000 too much		
9	— — — —	25,000,	0 0			
	No date — — —	1,250	0 0			
24	Augun — — —	15,000	0 0			
17	Pooſe — — —	15,000	0 0			
22	— — — —	20,000	0 0			
				1,50,000	0 0	
	11 Augun paid to Mr. Croftes			1,50,000	0 0	

Paid to Mr. Croftes —

19 Affin — 2,00,000

16 Byſack — 2,00,000

11 Augun — 1,50,000

———5,50,000

Memorandum of cabooliats attended to in the above	Cab oliats.	Received.	Balance.
Dinagepore Peiſhcuſh — —	4,00,000 0 0	3,00,000 0 0	1,00,000 0 0
Nuddea — — —	1,50,000 0 0	1,50,000 0 0	
Patna — — —	4,00,000 0 0	2,00,000 0 0	2,00,000 0 0

(A true copy.)

(Signed) W LAR KINS.

5th Auguſt 1786.

No. 2. DUPLICATE.

COPY of the Particulars of the Preſents taken from the Nabob Vizier and his Miniſters, and from Nundoo Delol, carried to the Honourable Company's Credit, in the Account of the Receipts and Diſburſements of the Governor General, during his Abſence from the Preſidency, on a Viſit to the Northern Provinces, and included in Mr. Haſtings's Account of 22d May 1782,

From the Nabob to the Governor General						6,00,000	—	—		
Huſſein Zeza Cawn, and Hyder Beg Cawn, to ditto	—	—				3,50,000	—	—		
Ditto and ditto, to Mrs. Haſtings		—				1,00,000	—	—		
Lucknow Siccas		—				10,50,000	—	—		
Hoondeawun deducted		—				1,25,205	13	6		
Lucknow Siccas		—				—	—		9,24,794	2 6
Received in the following ſpecies:										
Calcutta Siccas	—	—				2,76,573	12	—		
Patna Sunwants	—	—				4,12,528	11	—		
Moorſhedabad Bazar Chillawn		—				43,383	15	6		
Lucknow Siccas	—	—				1,92,307	12	—		
									9,24,794	2 6
Converted into Benares Siccas, valued at 12 per Cent. — Crs.										
2,76,573 12 —						—	—		—	— 38,251 — —
32,975 — taken for expences valued as uſual										
2,43,598 12 —	—	—	3	9	3	8,702	15	3	2,52,301	11 3
4,12,528 11 —	—	—	—	8		2,062	10	3	4,14,591	5 3
43,383 15 6	+		1	12		759	3	6	44,143	3 —
1,92,307 12	+	9	2	6		17,608	3	—	1,74,699	9 —
						Benares Siccas -			8,85,735	12 6
						Batta 12 per 8 -			1,06,288	4 9
										9,92,024 1 3
									Current rupees -	10,30,275 1 3
From Nundoo Delol	—	—				—	—		—	— 58,000 — —
									Current rupees -	10,88,275 1 3

(A true Copy.)

(Signed) Wm LARKINS.

5th Auguſt 1786.

AN ACCOUNT

OF ALL

SUMS supplied by the Presidency of Bombay and its Dependencies, by Bills from Lucknow, drawn by Order of Warren Hastings, Esquire, Governor General of Bengal, or any Officers or Residents in Oude, between January 1784 and January 1785;

Specifying the dates of the Bills, the Places from whence dated, when drawn, at what Sight, and how payable.

EXTRACT Treasury Account of the Accountant at Lucknow, from the 1st to the 30th June 1784.

Cr.

By Fort William Presidency.

Paid the Honourable the Governor General's order, in favour of Doorakar Dos Mooty Chund, on account of bills of exchange drawn by them in favour of the Chief at Surat, on account of the Honorable Company, for — — — — — Surat Rupees — 5,00,000
Exchge 4 per Ct — — 20,000

Fyzabad 16 Sun. Sa Rs — — 5,20,000

EXTRACT Treasury Account of the Accountant at Lucknow, from the 1st to the 31st December 1784.

Cr.

By Fort William Presidency.

Remitted the Chief at Surat, bills of exchange on Surat,
Surat Rupees — 5,00,000
Exchange 5½ per Cent. — 27,500

Fyzabad 16 Sun. Sa Rs — 5,27,500

Fyzd Sa Rs — — 10,47,500

EXTRACT

EXTRACT Bombay Letters, received in 1784.

From the Chief of Surat, 11th July 1784.

Honourable Sir, and Sirs,

I HAVE the honour to acquaint you, that laſt night I received a letter from the Governor General at Lucknow, dated the 11th of laſt month, incloſing four bills in my favour, for five lacks of rupees, which have been duly accepted, and are drawn at 61 days ſight. Regarding the diſpoſal of this, agreeable to what the Governor General adviſes, I wait your honour's, &c. commands.

I am, with reſpect,
Honourable Sir, and Sirs,
Your moſt obedient ſervant,
THOMAS DAY.

Surat,
11th July 1784.

P. S. Incloſed is a letter to your addreſs, received with the above.

Gentlemen,

I have the pleaſure to inform you, that, in conſequence of permiſſion which I have obtained from the Governor General and Council of Fort William, I have remitted to you four bills of exchange, drawn by Doorkah Doſs and Mooty Chund, of this place, on Munopur Doſs and Doorhah Doſs, of Surat, payable at ſixty-one days ſight, for the following ſums; viz.

One bill for	—	—	Surat R^s	2,50,000
One ditto for	—	—	—	1,00,000
One ditto for	—	—	—	1,00,000
One ditto for	—	—	—	50,000
			Surat R^s	5,00,000

That as little time as poſſible may be loſt in procuring payment of theſe bills, I have cauſed them to be drawn out payable to your Chief at Surat, to whom I have forwarded them, with directions to preſent them immediately for acceptance, and to be regulated, regarding the diſpoſal of their amount, by the orders which he will receive from you.

I think it neceſſary to obſerve to you, that I have ſtipulated with Doorkah Doſs and Mooty Chund, that their agents at Surat ſhall pay theſe bills, when they become due, in money, and not evade it by transferring their amounts, or ſetting againſt them any claims, of whatever nature, which they may hold againſt the Company. And this ſtipulation is particularly expreſſed in the words of the bills.

I have the honour to be,
Gentlemen,
Your moſt obedient humble ſervant,
WARREN HASTINGS.

Lucknow,
June 1784.

From the Chief of Surat.

Honourable Sir, and Sirs,

Incloſed I have the honour to tranſmit account current of the 4 bills for 5 lacks of rupees, tranſmitted by the Honourable Governor General, by which your honour, &c. will perceive how it has been diſpoſed of, except about 2000 rupees, which will be due for prompt payment on the ſums received before due—an account of which ſhall be ſent hereafter.

I have the honour to be,
Honourable Sir, and Sirs,
Your moſt obedient ſervant,
THOMAS DAY.

Surat,
7th October 1784.

Letter from Mr. Wombwell, dated Lucknow, 31ſt December 1784.

Gentlemen,

In obedience to the commands of the Honourable the Governor General and Council, I have the honour to acquaint you, that I have this day tranſmitted to the Chief at Surat a bill drawn by Butchranjee Byroodoſs, on Beſherjoore Doſs and Byjoonaut, at Surat, payable to the Chief at Surat, at 91 days ſight; Surat Chellen rupees 5,00,000.

I am, with the greateſt reſpect,
Gentlemen,
Your moſt obedient humble ſervant,
JOHN WOMBWELL.

Extract Letter from the Chief and Council at Surat, dated 25th January 1785.

We beg leave to acquaint your honour, &c. that the Chief has received a letter from the accountant at Lucknow, covering a bill of exchange, in favour of this factory, for 5 lack of rupees, payable at 91 days ſight, which has been ſent for acceptance; but no ſuch perſons as the bill is drawn on can be found here, though we learn from the principal ſhroffs, that they are expected in a few days, when we doubt not, from the character given us of them, the bills will be accepted, and we ſhall duly adviſe your honour, &c. thereof.

Extract of Letter from the Chief and Council at Surat, dated 8th February 1785.

The Chief, ſince our laſt addreſs, has received a letter from Mr. Wombwell, accountant at Lucknow, dated the 2d ultimo, adviſing that the ſhroff, on whom the bill lately remitted, for 5 lack of rupees, is drawn, would leave Lucknow the next day, and that the bill was to be conſidered at ſight the day we received it.

Extract of Letter from the Chief and Council at Surat, dated 10th March 1785.

P. S. We have the pleaſure to adviſe your honour, &c. that the ſhroff, on whom the exchange bill for 5 lacks of rupees, from Lucknow, is drawn, arrived, and has duly accepted the bill.

Extract Letter from the Chief and Council at Surat, dated 21ſt June 1785.

We now forward a particular account of the receipt and appropriation of the amount of the bill of exchange for 5 lacks of rupees, received from the accountant at Lucknow.

N. B. The dates of the bills are not ſpecified.

East India Houſe,
13th March 1787.

WM WRIGHT,
Auditor of Indian Accounts.

AN ACCOUNT

OF ALL

SUMS of Money paid from the Company's Treasury at Lucknow, for the Use of Regiments stationed in the Upper Provinces

During the Residence of Warren Hastings, Esquire, there, in the Year 1784.

EXTRACTS, Treasury Accounts of the Accountant at Lucknow, viz.

From 1st to 30th of April 1784.

Cr

By Fort William presidency						
Paid the Paymaster General, -			Fyzabad 16 Sun Sa Rs			5,30,000 0 0
Paid Major Sands, Paymaster Governor General's						
detachment, - -		Lucknow Sa Rs	99,750	0	0	
Deduct Batta 5. 9. 3 per cent. - -			5,270	3	3	
						94,479 12 9

From the First to the 31st of May 1784.

Paid the Paymaster General - - - -					4,05,000 0 0
Paid Major Sands, Paymaster Governor General's					
detachment - - -		1,05,136	6	0	
Do—Do—per the Governor General's order,					
Lucknow Sa Rs	1,00,000 0 0				
Deduct batta 5. 9. 3. per cent	5,283 6 0				
		94,716	14	0	
					1,99,852 15 6

From the 1st to the 31st of August 1784.

Paid Major Sands, Paymaster Governor General's detachment, as per his letter of the 26th of August - - - -					2,03,308 2 7
		Fyzabad 16 Sun Sa Rs			14,32,640 14 10

East India House,
13th March 1787.

WM WRIGHT,
Auditor of Indian Accounts.

An

An ACCOUNT of all Sums of Money received upon the Company's Aſſignments, or in Liquidation of the Nabob's Debts, during the Reſidence of WARREN HASTINGS, Eſq. at Lucknow;

Not including the Sums received from Hyder Beg Cawn, or Almaſs Ally Cawn.

Received in April 1784, by the Accountant's Treaſury accounts Fyzabad					
			Sa Rs	7,57,732	11 9
May	by ditto	—	— —	26,233	11 3
Auguſt	by ditto, a Bill on Calcutta,				
		Calcutta Sa Rs	10,00,000 — —		
	Exchange 5 ½ per cent.		55,000 — —		
				10,55,000	— —
		Fyzabad 16 Sun Sa Rs	—	18,38,966	7 —

East India Houſe,
13th March 1787.

WM WRIGHT,
Auditor of Indian Accounts.

COPY of Letter from WARREN HASTINGS, Eſq. to the Court of Directors, dated Cheltenham, 15th Auguſt 1785.

To the Honourable Court of Directors for the Affairs of the Honourable United Company of Merchants trading to the Eaſt Indies.

Honourable Sirs, Cheltenham, 15th Auguſt 1785.

I HAVE had the honour to receive from your Aſſiſtant Secretary a letter, incloſing copies of a letter from Major General Archibald Campbell, in which he propoſes a plan for reforming the military eſtabliſhments in India, and of the ſeveral papers accompanying the ſame, and informing me of your commands, to ſubmit to you my ſentiments thereon.

I ſhould have ſhewn more alacrity in the performance of this duty, had I not found it, on trial, more difficult than on the firſt ſuggeſtion of the ſubject I had expected. It is eaſy to expreſs approbation or difference of opinion. But neither could I content myſelf, in an addreſs to your Honourable Court, with a reply yielding ſo little of ſubſtantial information; nor could I enter on the examination of arrangements recommended by an authority which I greatly reſpect, without feeling ſo much of perſonal bias, as at leaſt to wiſh that I might find them generally to accord with my own ſentiments, and where I differed, to differ on grounds of the cleareſt conviction, and on ſuch as I could juſtify to General Campbell himſelf, by proofs deduced from the application of his own principles, or the nature of the ſervice; but this was rendered impoſſible by the ſcantineſs of the materials with which I was provided. The utility and expediency of his plans can only be ſeen in a compariſon of them with the eſtabliſhments which are in actual uſe, and with the new arrangements made by your Honourable Court, to which he alludes as the models to which he has accommodated his own; but I have not poſſeſſion of the former, and the latter I have not yet ſeen; neither can I clearly comprehend the arithmetical parts of his eſtabliſhments for want of the intermediate proceſs.

For

For theſe reaſons, my remarks upon theſe papers can be but incomplete, and will be chiefly confined to points of political or merely official relation.—With reſpect to ſuch as appertain more to the military ſcience, as your Honourable Court will doubtleſs wiſh to gain the beſt information where the beſt can be had, mine may be the better ſpared, as there are officers in England of the firſt character for practical merit, and of recent experience, to whoſe ſuperior knowledge I ſhould myſelf have recourſe for materials to direct my judgment, were I yet in a ſituation to require them; beſides, I may preſume that your Honourable Court would heſitate to direct the obſervance of any fixed and permanent ſyſtem, however formed or recommended at home, without allowing your governments abroad to offer their objections or amendments, for your final determination upon the whole; for I muſt take the liberty to borrow a phraſe from General Campbell himſelf, and to apply a little more extenſively than he has done, by ſaying that all men are ſpeculative, let their rank or general knowledge be what it will, with reſpect to their ideas on a ſubject of ſo undeterminate a nature as the military ſyſtem of ſo remote a ſervice, without the warrant of a tried, long ſucceſsful, and that local experience.

Conformable to the premiſed deſign, I ſhall deliver my obſervations under the two heads of, expence—and diſpoſition of the forces of the different governments of India.

Firſt, of expence.—From the epithet of "peace," prefixed to the titles of the eſtabliſhments propoſed by General Campbell, I preſume, notwithſtanding one paragraph in the letter, in which he mentions the battalions as being completely equipped for ſervice on the plan recommended by him in detail, and which therefore ſeems to imply a proviſion made for every poſſible exigency which can produce expence, that it could not have been his intention to include every article of diſburſements which would be required for the corps of the army acting in the field. Some are contingent and diſcretional, and muſt therefore neceſſarily be excluded from every plan of eſtabliſhed expence.—But there are many others which have been eſteemed indiſpenſable, and which, though reducible to fixed numbers and rates, and allowed in every paſt eſtabliſhment, are omitted in his; ſuch, for inſtance, are camp equipage, victualling of the europeans, draft and carriage bullocks, elephants for the carriage of tents, Boats for the ſervice of Bengal, bildars, cooleys, camp colormen, Lacſcars for pitching tents, and other neceſſary duties in the field, ſircars (or native clerks for keeping the accounts of the native battalions) carpenters, ſmiths, filemen, braſiers, and perhaps other artificers attached to the corps of Sepoys, allowances for petty ſtores, horſes for the firſt conſtruction of the cavalry, which for Madras alone would require nineteen lacks of rupees, horſes annually purchaſed, to replace thoſe loſt by death, age, and caſualties, which may be eſtimated at one-fifth of the firſt coſt! ſaddles, and other accoutrements ſiſes (or grooms) and graſs cutters, officers on the General Staff, ſuch as an Adjutant General, if allowed, Quarter Maſter General, Aids de Camp, perſian tranſlators, Paymaſters, with their officers, and others whom I cannot enumerate.

I have taxed my memory with the production of this long catalogue; which will yet be found incomplete, for two reaſons: Firſt, becauſe I conceive that it may be at this time of dangerous conſequence to the company to entertain too ſanguine expectations of oeconomical reformations, and to build their public and pledged eſtimates upon them and, ſecondly, becauſe the diſappointment which muſt inevitibly follow ſuch promiſes might prove highly injurious to the credit and intereſts of your ſervants abroad.

I humbly apprehend that there is nothing wanting to complete the retrenchments already made in Bengal, for I cannot ſpeak of the other preſidencies, but an effective authority to controul the Paymaſters and commanding officers of detachments, to compel them to obſervance of their reſpective duties, as they are particularly deſcribed and diſcriminated in the regulations of 1781 I think in the month of May of that year); to compel the Paymaſters to deliver their monthly accounts within the preſcribed periods, to eſtabliſh an office of immediate audit, and to replace the firſt military charge in the hands of the Governor himſelf, which, ſince the year 1774, poſſeſſes it only in the name.

Secondly, of the diſpoſition of the forces of the different governments of India. Of 70,919 men compoſing the total number of all the military eſtabliſhments of the three preſidencies, General Campbell propoſes to allot only 29,038 to Bengal, and 31,7.0 to Madras; and the reaſon for this inverſion of the proportion aſſigned to the defence of two places ſo very different in their value, is given in the following words: "It is abſurd to proportion the number of troops at the different "preſidencies to their reſpective revenues. The ſtrength and compoſition of each army ought to

" be regulated according to the importance of their reſpective ſituations for carrying on war againſt " the common foe. It is only on ſuch principles that the Company's poſſeſſions in India can obtain " a permanent and ſubſtantial ſecurity; that the native Princes of Hindoſtan who know the value " of their own intereſts, can be taught to reſpect and cultivate the friendſhſhip of the Britiſh nation; " and it is only by a reſpect ſo acquired, that the intrigues of the other European ſtates can be effectually diſcouraged in that quarter of the globe."

It was natural, that a mind ardent to diſplay its own worth, and conſcious of its integrity, ſhould ſeek to enlarge the ſphere of its employment. The reaſoning is ſtrong, and the experience of many paſt years would almoſt juſtify the diſtinction aſſumed in favour of the Government of Fort St. George, ſince, in effect, it has been more frequently engaged in wars. and its ſecurity more endangered by, them than either of the other two preſidencies, though it has never at any time employed ſo great a number of men as are required by the propoſed eſtabliſhment; and there was a time, nor that far remote, when it felt, even with a ſeaſon of war ſubſiſting, the weight of a ſmaller force too great for its ability, or means of conducting it; and the ſame cauſes which have exiſted, in the natural order of things are likely to produce the ſame effects, and to require the ſame proviſion for them hereafter; nor will the Preſidency of Bombay want arguments to aſſert the ſame pretenſion, on the principal of apportioning the number of troops on its eſtabliſhment to the importance of its ſituation for carrying on war againſt the common foe. In effect, ſuch arguments have been urged by the Preſident and Select Committee of Bombay, even to your Honourable Court if I am not miſtaken in my recollection of a letter written by that Committee to the Governor General and Council of Bengal, dated the 28th of January 1984; and their object was to prove that Bombay ſhould be the capital Government, the greateſt portion of the Company's military ſtrength ſtationed there, for the purpoſe of ſupporting its ſyſtem of policy, and providing againſt future wars, and the revenues remitted thither for its maintenance.

In like manner, were you to require my opinion upon the preference which ſhould be given to either of the three Preſidencies for the eſtabliſhment of the firſt military ſtation, I ſhould recommend Bengal, not becauſe it lies moſt convenient to annoy the common enemy, whatever may be implied by that term, for I know no enemy that the Company has, or likely to have, unleſs they provoke one, but becauſe it is the only one of the Company's poſſeſſions that are worth either the charge or hazard of its defence. Yet if the principal of arming a barren incumbrance with an expenſive proviſion againſt eventual wars were admiſſible in favour of either of the two Preſidencies, Bombay would certainly merit the preference, from its contiguity to the maritime poſts of the dreaded enemy of the Carnatic, which are not only for that reaſon the moſt acceſſible, but the moſt capable, if they ſhould fall into our hands, of facilitating the attack of his interior poſſeſſions.

My opinion upon this queſtion is ſhort, and will require little proof to ſupport it—If your intereſts in Bombay and Madras cannot be maintained without ſuch expenſive modes of defence, or if you general intereſts muſt ſuffer by the want of them, I heſitate not to pronounce that you hazard by far too much in keeping them, and that both were better abandoned, than that the only valuable property that you poſſeſs ſhould be exhauſted and ruined for their ſubſiſtence. But the caſe with Bombay is by no means ſo deſparate; a very inconſiderable force would be ſufficient to garriſon its two principal poſts, of Bombay Caſtle, and Tanna on the iſland of Salſett; and more I preſume it cannot need, as it is by its natural poſition guarded againſt an invaſion by ſurprize, and not liable for many years to come to be engaged in another war with the Marattas, the only enemy that can be its aggreſſor, while its parent ſtate is in peace.

It is not only by the proviſion of a great military force that the peace of a country can be ſecured, or even its operations in war conducted with ſucceſs; it is poſſible to derive weakneſs from an accumulation of ſtrength exceeding the natural means of maintaining it. More I forbear to ſpeak concerning Madras, becauſe what I ſhould ſay might appear invidious, and you are already in poſſeſſion of my ſentiments, not unrecently delivered, upon every point of diſcuſſion which can ariſe out of the preſent ſubject.

Concerning Bengal, I am of opinion, that by much too ſcanty a proportion is allotted to the corps of European infantry and artillery: Theſe, and the latter eſpecially, are the vital ſtrength of your conſtitution; and the ſeaſon of peace is the ſeaſon for recruiting them; therefore their peace eſtabliſhments ſhould, as I preſume, be augmented to a degree that it might render them equal to any poſſible exigency; for in war, judging by the paſt, I conclude that they muſt re-

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main as the peace has left them; nor ſhould I ſcruple to expreſs my wiſh that ten thouſand men could be the complement of thoſe corps, and more than the proportion of that increaſe diminiſhed of the native infantry. In the mean time, I beg leave to ſubmit it as a queſtion to be propoſed to thoſe who are better qualified by profeſſional knowledge to reſolve it, whether the general ſervice will not ſuffer leſs by attaching native artillery, on the plan formed by Colonel Pearce, to the Sepoy corps, than by diſtributing the European artillery men in ſmall numbers, under non-commiſſioned officers, to that ſervice, as recommended by General Campbell? This is a queſtion, under every condition of that corps, worthy to be well weighed, but moſt eſpecially at a time when there are ſo few men of that deſcription to ſpare them from the general ſervice, or from the collective body, with which alone they can acquire or preſerve their diſcipline, or retain their proper and regular habits of obedience. I offer no opinion upon it of my own, though it will be inferred from the manner of ſtating the queſtion; but from one objection which will probably be made to one reſult of it, I will venture hardily to affirm, from my knowledge of the propenſities of the natives of India, that one able French officer will convey more uſeful inſtructions to our enemies, in the artillery practice, than ten battalions of Golandaz deſerters.

General Campbell's obſervations on the want of a ſtrong and effective body of cavalry, are conformable to the invariable experience of your ſervice; yet I muſt expreſs my doubts of the expediency of keeping up ſo large an eſtabliſhment of regular cavalry for either preſidency, unleſs means can be found to raiſe and maintain a number ſufficient for effective ſervice at a coſt which the Company can afford, and (I might add) ſuch as ſhould be every way fit for ſervice when tried. Hitherto, all efforts of your principal government have been ineffectual to reſtrain the expence of the cavalry within bounds not enormous, to enforce an adherence to the rules of its conſtruction, or to derive any real ſervice from it. I know too little of the preſent ſtate of the Nabob Walla Jah, to be able to judge of the expediency of truſting to him for cavalry in time of need; but for Bengal I would take the liberty to recommend occaſional mercenaries, or other irregulars, like the Candaher horſe, which ſerved with ſuch approved fidelity and ſpirit in the campaign conducted by General Goddard. General Campbell has juſtly appealed to the experience of the late war in India for proof of the utility and neceſſity for employing cavalry: Yet this was not the only defect which prevented your late excellent Commander in Chief from availing himſelf of the victories ſo often obtained over Hyder Ally; whoſe principal advantage conſiſted in the goodneſs of his draft cattle: While ours feebly dragged their guns, and proceeded with frequent halts, and the moſt tardy movements, Hyder's fled with rapidity that eluded all purſuit, becauſe our infantry could not leave their artillery without the hazard of loſing it, and of being themſelves cut off by the adverſe horſe. May it not be permitted to me to ſuggeſt, that if in this inſtance more attention had been paid to the purpoſes of the ſervice than to œcnomy, we ſhould not have had the ſame cauſe to complain of any other want? for if our draft cattle had been equal to thoſe of the enemy, as they certainly might have been, it ſeems a neceſſary conſequence, that, as our carriages are, from their conſtruction, both of lighter and more eaſy draft, they would have exceeded the others in ſpeed, and rendered their eſcape leſs practicable from the decided ſuperiority of our troops over thoſe of the enemy.

I cannot omit this occaſion to recommend, in the moſt earneſt manner, the proviſion of draft bullocks for the ſervice of Bengal by agency, with a limited reſponſibility and liberal confidence, rather than by contract; aſſuring you, on the moſt decided experience, that nothing can be more injurions to the ſervice than the latter, nor more extravagent than the loweſt rates at which it has been hitherto undertaken.

I hope that no expreſſion in the preceding remarks will appear to reflect on the judgment of General Campbell, for which I have profeſſed and do entertain, a very high reſpect. I have conſidered the queſtions before me with an excluſive regard to their influence on your ſervice: and if I have oppoſed his opinions, I have alſo condemned my own upon one ſubject, delivered at a different period, and unaided by actual trial; and for the reſt, the ſentiments which I have ſubmitted are little more than the repetition of declarations which I have made on other occaſions, either in minutes of conſultation, or in immediate addreſſes to your Honourable Court.

Pardon me, Honourable Sirs, if my zeal for your ſervice, and the ſuperior concern which I may be allowed to feel for the moſt eſſential part of it, ſhould lead me a little beyond the bounds of my preſcribed ſubject, to add, not my opinion, but affirmation, that to enſure the proſperity and permanency of the company, the diſburſements of Bengal muſt be confined to its own ſervices, with

with the application of its ſuperfluous revenue, and no more, to the proviſion of its own inveſtment for the ſubſiſtence of your commerce, or more properly for the means of remitting to England what may be appropriated of its tribute. No country, whithout greater artificial ſources of ſupply than Bengal poſſeſſes, can ſubſiſt under the continued preſſure of an expence not returning into its own circulation; nor perhaps could any now exiſting on the face of the globe bear ſuch drains as have been made in this.

I have the honour to be, with the greateſt reſpect,

Honourable Sirs,

Your moſt obedient, and

moſt humble ſervant,

WARREN HASTINGS.

COPY of Letter from the Governor General and Council, in their Secret Department. to the Court of Directors, dated 11th February 1782.

To the Honourable the Court of Directors for Affairs of the Honourable United Company of Merchants of England trading to the Eaſt Indies:

Honourable Sirs,

1ſt. IN our laſt letter from this department, by the Swallow packet, dated 29th December 1781, we informed you of the detention of that veſſel for the purpoſe of carrying home a complete narrative of the Governor General's proceedings while at Benares and Chunar, which we daily expect to receive from him; however, as the length of this paper, and the great number of references annexed to it, made it impoſſible to ſend them down ſooner than he did; and we found it would require a long while to copy them after their arrival—we determined to diſpatch the Swallow without them, judging that you would be impatient to hear from us on the reſtoration of peace in the diſtricts of Benares, and to receive the lateſt accounts from Madras of the ſituation of affairs in the Carnatic.

2d. We determined at the ſame time to diſpatch the Nancy, Captain Hiffernan, with theſe reports, as ſoon as they can be prepared; and we have now the pleaſure to tranſmit them to you, a ſeparate number in this packet.

3d. The above papers contain ſuch a full account of all the tranſactions of the Governor General upon this ſervice, together with his motives and reaſonings upon them, that we think it would be ſuperfluous to add any thing of our own in this place, but to recommend them to your attentive peruſal, with our minutes which are annexed.

4th. By theſe it will appear, that the treachery and intrigues of Cheyt Sing, ſupported by the diſaffection and reſtleſs diſpoſition of the Bhow Beghum, Mother of the Nabob of Oude, at Fyzabad,

produced

produced insurrections in that country, which till lately we were unapprized of, on account of the communication between that place and Benares being wholly cut off.

5. At the same time that the first information of these disturbances reached us, we were happy to hear they had been quelled by the accounts received there of the successful efforts of our troops in Benares, and the march of two regiments from Cawnpore to the relief of Colonel Hanway, whose Sepoys gave evident proofs, by their desertion, that they had been tampered with and he, with most of his officers, were in great danger of their lives; a detachment under Lieutenant Gordon having been actually attacked and cut off, and the rest of the corps being surrounded by the Rable, levied under sanction of the Begum, avowedly for the Service of Raja Cheyte Sing.

6. The circumstance of levies is further corroborated by various reports from Fyzabad, and by the list of Cheyt Sing's forces, delivered to the Governor General at Chunar, and in which the troops said to be come from Lucknow, which formed a part of his strength, must evidently be the same (since they agree in number) with those which Colonel Hannay declares to have been raised and sent to him from Fyzabad.

7. The just grounds of suspicion which had been given to the Nabob by the Begum, and other principal jaghyrdars in his country, by the symptoms of disaffection, and even treachery, displayed in their conduct, made it an object of serious consideration with him to take the first opportunity which should offer, consistent with justice, to dispossess them of the means of becoming injurious to his authority; and the necessities of his Government requiring extraordinary aid, he resolved to take this occasion of depriving them of those extensive Jaghires which enabled them to become troublesome, by the revenues which they yielded, and the number of dependants necessarily retained for their collection and defence, and to resume the lands, allowing pensions to the Jaghyrdars in lieu of the revenues.

8. As the resident at Lucknow had been made guarantee to an agreement formerly executed between the Nabob and the Begum, in which he had engaged, for a specific sum of money, to desist from all further claims upon her, it was necessary for him to acquire the sanction of this government to his intentions, before he could carry them into execution, which the infidelity of the Begum gave but too much reason to grant.—You will find this measure provided for in the new treaty, concluded with the Nabob by the Governor General at Chunar, on the 19th of September last.

9. On the first attempt made by the Nabob to carry this plan into execution against the Begum? she determined to resist his authority, and raised a revolt by the means of her eunuchs, Jewar Ally Cawn, and Bahar Ally Cawn, who had collected a force of about 5,000 men, in order to set the Nabob at defiance.—Notice of this second insurrection having been transmitted by the resident, without loss of time, to the Governor General at Benares, he immediately ordered a large detachment to march from Cawnpore, and the Nabob resolved to go in person to Fyzabad; on his arrival there, by the assistance of our troops, he took possession of the Kella; and the eunuchs, seeing it would be in vain to make a stand when superior forces expected, surrendered themselves prisoners to the Nabob, and their followers dispersed.

10. In order to punish the Begums for this daring ill conduct, and to put it out of her power to apply the treasures which she had amassed to the purpose of raising further commotions in his country, the Nabob resolved to seize her wealth, which by the Mahomedan laws he was entitled to, as an inheritance from his father, who in the latter years of his life had committed his treasury wholly to her charge, and it had remained with her after his death.—This wealth, whatever it might be, he determined to apply to the payment of his debt to the company; and we have received information from the resident who attended him to Fyzabad, that he had actually paid him the sum of 55 lacks of rupees in ready money, and by draft on Bahar and Jewar Ally Cawn, which would soon be realized.

11. We have the pleasure to acquaint you, that Mr. David Anderson, who was deputed as our Minister to Madajee Scindia, for the purpose of effecting a peace with the Maratta Government, through the channel of his mediation and influence in the Poona Durbar, arrived at his camp on the 9th of last month, and was received with great cordiality, and every public mark of attention.

12. As a further proof of Scindia's good diſpoſition, we have the ſatisfaction to learn, that he rejected all the overtures which had been made to him for his protection and ſupport to Cheyt Sing; and that, inſtead of giving any encouragement to them, he wrote immediately to Mr Anderſon, preſſingly inviting him to proceed according to his direction.

13. The uncertainty of Madajee's conduct before Mr. Anderſon's arrival with him, from the falſe rumours which had been ſpread of Cheyt Sing's reception there, the neceſſity of eſtabliſhing the authority of the new Rajah in the Zemindary of Benares, of proving the capacity of the perſon who had been appointed to take charge of it in the quality of his Dewan, and diſpoſing the military forces which would be neceſſary for the protection of the country, together with the objects comprized in the late treaty with the Nabob of Oude, combined to engroſs the attention of the Governor General, and to detain him longer at Chunar than he intended; but theſe points being at length happily placed in ſuch a train of execution as to diſpence with any further neceſſity for the Governor Generals immediate preſence there, we have the pleaſure to acquaint you, that he has ſet out for the Preſidency, and being returned, has this day reſumed his ſeat at the board.

14. Our anxiety to ſend away the preſent diſpatches, which we deem material for your immediate information, on account of the advanced ſtate of the fair ſeaſon, puts it out of our power to give you that perfect account of the ſituation of affairs at this Preſidency, which we promiſed; but the Governor General, and the unreſerved communication of ſentiments which is now likely to take place between us, while we make it an early object of our attention to take this ſubject into our moſt mature conſideration, that we may enter with effect into the ſuperintendance of the Company's intereſts entruſted to our care, and unanimouſly form and attend to the due execution of ſuch arrangements as have been adopted, or as may yet appear neceſſary for the eſtabliſhment of the peace, of the general ſecurity of the Britiſh poſſeſſions in India.

15. We have juſt received a letter from Brigadier General Goddard, dated the 8th November laſt, and one of the 2d December, which appearing to be of great conſequence, we have entered them in this day's conſultation, in order to tranſmit them a number in the packet.

16. In the firſt of theſe letters General Goddard adviſes us of a reſolution formed by the Preſident and Select Committee at Bombay, to withhold from the ſervice of the Bengal detachment under his ſeparate command that part of the revenues of the Surat diſtrict which had been ſpecially allotted for their ſupport, and to apply it ſolely to their own occaſions.

17. You muſt ſuppoſe, that we were ſomewhat alarmed at the firſt intimation of ſo precipitate a meaſure; but as the ſubſequent letter from General Goddard makes no mention of any ill conſequences proceeding from it, nor contains any thing further on that ſubject, we are led to hope that the pernicious tendency of ſuch a partial reſolution had been made more apparent to them, and that they had agreed to revoke it; at all events, we think we may venture to aſſure you, that it will never take effect, as you will perceive by our letters, in conſequence to Bombay, that we have uſed the ſtrongeſt remonſtrances againſt it, in addition to the arguments uſed by General Goddard on the occaſion. We flatter ourſelves, that the ſteps we have taken for ſecuring a peace with the Peſhwa, are too far advanced to be fruſtrated by any thing which might happen to counteract them on that ſide of India; but we have thought it neceſſary to cancel the powers which had been delegated to General Goddard, as our public Miniſter to the Peſhwa, they having been ſuperceded by the commiſſion granted to Mr. Anderſon; we have alſo deſired the General to withdraw any agents whom he might have employed to negociate for him at Poona.

18. This buſineſs will now remain ſolely in the hands of Mr. Anderſon, acting in conjunction with Madajee Sindia, a Chief who has always had great ſway in the Poona Durbar, and generally directed the Councils of that Government, and who (independant of its being ſo much his intereſt, from the ſituation of his territories, that a period ſhould be put to the Maratta war) has already afforded ſufficient proofs of his zealous diſpoſition to accompliſh it. We truſt alſo, that the Rajah of Berar, a Maratta Chief, equal in power to the Poona State, of which he is a member, will uſe his endeavours to promote it.

19. Our

19. Our firſt dependance from this quarter, was on the abilities and attachment of Dewargur Pundit, the Rajah's principal Miniſter, who had the entire management of the Government during his life-time; but we are happy to find that his death has made no material alteration, as the Rajah has adopted his plans, and continues to purſue the ſame ſyſtem as before, in which he has manifeſted his own favourable diſpoſition towards our Government, by obſerving the like friendly conduct, both in his actions and communications, during all the time of the late troubles, though he was circumſtantially apprized of them, which he held previous to that event; he has alſo given a ſignal proof of his zeal in this cauſe, by offering to repair in perſon to Poona, with a view to ſettle our differences with that adminiſtration, in a letter which he addreſſed to General Goddard.

20. In conſequence of a minute from the Governor General, which makes a number in the packet, and in which we heartily concur, we have appointed Major Fairfax to take charge of the important diſpatches which accompany this by the Nancy; he will therefore attend you with them immediately on his arrival in England, and having had local opportunities of obtaining a complete knowledge of the tranſactions in the Zemindary of Benares, is capable of anſwering any enquiries which you may be deſirous of making upon ſubjects of ſo uncommon a nature, and to explain thoſe points to which your curioſity may be directed, but which it is impoſſible for us to anticipate.

21. We have agreed that Major Fairfax ſhall continue to draw his former allowances, during his abſence on this ſervice; and we beg leave to recommend him to you to be returned, with a ſimilar truſt, if you ſhall have any ſpecial diſpatches which you wiſh to convey to us, either by the Nancy, or by a ſhorter and more expeditious route over land.

We are,

Fort William,
11th February 1782.

Honourable Sirs,

Your moſt faithful humble ſervants,

WARREN HASTINGS,
EDWARD WHELER,
JOHN MACPHERSON.

P. S. Having received a letter from the Reſident at the Vizier's Court, and the Governor General having communicated letters to us, which he has juſt received from Mr. Anderſon, at Sindia's camp, and from Mr. Chapman, at Nagpore, we encloſe copies of them for your information. We have authentic, though not public intelligence, that General Meadows, with the troops under his command, and that part of the fleet lately commanded by Commodore Johnſtone, which was deſtined for India, arrived at Bombay on the 6th ultimo. That a ceſſation of arms had taken place between your Government and the Marattas; in conſequence of which the Governor and Council detached three battalions of Sepoys to the relief of Tellicherry, which has for a long time been beſieged by Hyder Ally's forces; that with the aid of this reinforcement Major Abington made a ſally from the fort, in which he completely routed the enemy, killed about 500 men, took 1,200 priſoners, among whom was their leader Sirdar Cawn, a brother-in-law of Hyder Ally, with 50 pieces of cannon, 60 elephants, many horſes, a large quantity of ammunition and grain, and treaſure to the amount of 3 lacks rupees.

We think this advantage gained by your troops at Tellicherry ſo deciſive, that if the Preſidency of Bombay make the proper application of it in the meaſures which they may immediately adopt in conſequence of this event, it may produce a happy termination of the deſtructive war in the Carnatic.—We deem this intelligence of ſo much importance, that we think it neceſſary to convey it to you by the earlieſt opportunity, leſt you ſhould not have heard it through other channels, and have therefore ordered a copy of the letter which contains it to be ſent a number in the packet.

W. H.

COPY

COPY of Letter from the Governor General and Council, in their Secret Department, to the Court of Directors, dated 8th April 1782.

To the Honourable the Court of Directors for Affairs of the Honourable Company of Merchants of England trading to the East Indies.

Honourable Sirs,

1. THIS letter will convey to you a ſummary relation of all the material events which have paſſed in the courſe of the laſt nine months, concluding that our ordinary diſpatches will have made you acquainted with the ſtate of affairs to that period.

2. We have received your commands, dated 11th January, 2d and 7th February, and 11th April 1781; and from the Secret Committee, dated the 8th January, 8th February, 11th April, and 9th June 1781.

3. We have written to you letters of the following dates, per Nymph, 16th October 1781; Swallow, 29th December; Ditto Nancy, 11th February 1782.

4. On the 7th July, the Governor General ſat out on an intended viſit to the Nabob of Oude; on the 16th he arrived at Benaris. The revolt of Raja Cheit Sing, which immediately followed, and began with the maſſacre of a conſiderable part of the troops which attended him; and the defeat of a party under Captain Mayaffre, obliged him, on the 21ſt of the ſame month, to retreat to Chunar: troops were ſpeedily aſſembled from Cawnpore, and other quarters, and conducted with ſo rapid a ſucceſs, by Major Popham, who commanded them, that on the 21ſt of the enſuing month, the Zemindary was again recovered, and the Rajah put to flight, and his forces diſperſed. Bidzigur, the laſt and the ſtrongeſt of his fortreſſes, ſurrendered on the 10th November 1781. Bauboo Mahipnarain, the next heir of the line of Bulwant Sing, was proclaimed Raja in the room of Cheyt Sing, and a new and perpetual ſettlement made with him, by which the jumma, or annual revenue, is fixed at 40 lacks of rupees, with a reduction of two months, or one ſixth, for the preſent year. Cheyt Sing fled with a very conſiderable treaſure, ſucceſſively to the chiefs of Rowa and Bundlecund, and to Madajee Scindia, at whoſe court he now remains protected, but without ſupport or credit.

5. On the 11th September, the Nabob Vizier met the Governor General at Chunar, and on the 25th of the ſame month returned to his capital, having afforded the ſtrongeſt proofs of his attachment. The rebellion extended itſelf, by its contagion, almoſt at the ſame inſtant of time, to Fyzabad, and other parts of the Vizier's dominions, openly promoted by the Begums, his mother and grandmother. It ſubſided nearly at the ſame period with that of Benares. The ſum of the arrangements made by the Governor General, is as follows:

6. The temporary brigade withdrawn—one regiment of ſepoys ſtationed at Lucknow, on a ſubſidy of 20,000 rupees per month—the army at Cawnpore limited to the ſtrength preſcribed by the treaty of 1773—all Britiſh officers and penſioners withdrawn from his ſervice—the reſumption of the jagheers held by the Begums and others, and of his father's treaſures depoſited with his mother, and an œconomical plan of arrangement of his revenues and finances, under the charge and controul of his miniſters Huſſeen Reza Cawn, and Hyder Beg Cawn.

7. Theſe arrangements have been moſtly carried into execution, and been productive of an immediate ſupply of 55 lacks of ready money to our other reſources, and of additional funds for the payment of 20 lacks more for the complete liquidation of his debt to the Company.

1. On

8. On the 29th Auguſt the Governor General ſent credentials and inſtructions to Colonel Muir, to negociate a ſeparate treaty of peace with Madajee Sindia, which was concluded on the 20th October; Madajee Sindia offering to become a mediator for a general peace with the Maratta ſtate. Mr. Anderſon was accordingly deputed by the Governor General to him, with full powers for that effect. He arrived in his camp, and was well received, on the 9th January; and about the 19th or 20th February Madajee Sindia alſo received full powers from tne Paiſhwa to conclude a treaty of peace. We believe that it either hath taken place, or that it will. In the mean time, all hoſtilities have ceaſed, and the government of Bombay remains in the peaceable collection of their new-acquired revenues, which we underſtand to be conſiderable, though we know not their amount.

9. At the ſame time Mr. Chapman was deputed by the Governor General to Moodajee Booſla, the Rajah of Berar, for the purpoſe of aſſiſting and promoting the negociations of Mr. Anderſon, by the additional influence of that Government, or, at leaſt to reconcile it to the new mediation which we had accepted. He arrived at Nagpore, the capital, on the 22d January, and was well received.

10. On the 30th September, John M'Pherſon, Eſquire, arrived at this Preſidency, and took his ſeat in Council the next morning.

11. On the 4th of February the Governor returned to Calcutta.

12. On the 6th July we received the firſt intelligence of the declaration of war with the United Provinces; on the 10th we took poſſeſſion of Chinſura.

13. The following is a catalogue of the places ſince taken from the Dutch, by the operations of his Majeſty's fleet, and of your forces in the dependency of Fort St. George.

9th July. Sadras and Pulicate, by detachment from Madras.

12th November. Nagapatam, by the ſquadron, and a detachment under General Munro.

6th January 1782. Trincomalay, with Fort Oſtenburg, by the ſquadron, and a detachment of your forces.

February. Tutarareen, by a party of your forces on the Coaſt of Malabar, their factory in Surat.

14. The operations of the army in the Carnatic, though confined by neceſſity to a plan merely defenſive, have been attended with very ſignal and ſplendid ſucceſſes; and the aſcertained ſuperiority of your arms, to which we unite with ours the general voice of the public in aſcribing to the unexampled activity and perſeverance of the Commander in Chief Sir Eyre Coote.

15. We ſhall add a ſummary review of the campaign.

16. On the 2d of Auguſt, the Bengal detachment commanded by Colonel Pearſe joined the army under General Sir Eyre Coote, a few miles to the northward of Madras. The troops marched on the 16th againſt Arcot, depending on the aſſiſtance of a large ſupply of grain which the enemy was ſuppoſed to have laid up in Trippaſore. That fortreſs was beſieged and taken, but the ſtore of grain proved inſufficient to enable the army to proceed to the deſtined ſervice to Arcot, the garriſon and defences of which had been increaſed by Hyder. Sir Eyre Coote, therefore, marched out to meet the enemy in the field, and on the 27th he came up with, and found Hyder advantageouſly poſted at Perembaukin, on the ſpot where he had defeated Colonel Baillie. An action enſued, in which our troops drove him from the ground, with ſevere loſs on both ſides, and returned to Trepaſore, whence they marched again to the mount. On the 16th September the army moved to the relief of Vellore, which was beſieged by the enemy. In their way they ſurprized and routed a party of 4,000 horſe, and 2,000 infantry, which were ravaging and deſtroying the Pollams. Colonel Owen was afterwards detached with a convoy towards Vellore; but being attacked by Hyder's whole army, was

compelled to a retreat, which he effected without loſs. Sir Eyre Coote then proceeded with the reſt of the troops, obtained a ſignal victory over the whole of Hyder's army, which would have been totally defeated, had ours been able to purſue the advantage. Sir Eyre Coote afterwards accompliſhed the relief of Vellore, re-took Chittoor, raiſed the ſiege of Trippaſore, and again returned to the Mount for the rains, himſelf in a very bad ſtate of health. About the 20th December, Hyder re-took Chittore, with a garriſon of our battalion of ſepoys. On the 3d of January, Sir Eyre Coote marched with the army, though he was ſtill labouring under a very ſevere diſorder, which on the 5th at Trippaſore, had nearly proved fatal to him. However, he recovered, and on the next day continued his march under every diſadvantage, both from the want of cattle and proviſions, with intention to effect the relief of Vellore, which was inveſted by a powerful detachment of the enemy, and reduced to extreme want. Hyder's army continued retreating before him till the 10th, when they attacked the convoy, and cannanaded it for four hours, but were repulſed. On the 11th Vellore was relieved. On the 13th the army left that place, to return to Madras, but was attacked again by Hyder's whole force, on the ſame ſpot as before, with worſe ſucceſs. And on the 18th it arrived ſafe at Trippaſore, whence it proceeded to the Mount, and was there encamped as late as the 5th March, watching the motions of the enemy, and ready to march on the earlieſt notice to oppoſe them.

17. Hyder was at this time near Wandewaſh, and Tippoo Saheb, his eldeſt ſon, in Tanjore, where he ſurpriſed and made priſoners Colonel Braithwait, with ſome other officers, chiefly of his ſtaff, after defeating a party of ſepoys under him.

18. To this loſs we ſhall oppoſe the great and deciſive ſucceſs of Major Abington, the commanding officer at Tellicherry; who having been reinforced with two battalions of ſepoys from Bombay, made a ſally with his whole force on the 8th January againſt Siedar Cawn, Hyder's chief commander on that ſide of India, and nearly allied to him by marriage, compleatly routed the beſieging army, killed about 400, and took the General, with all his family, and 1,500 men, priſoners; the reſt diſperſed, and the poſts of Mahé and Fort George ſurrendered without oppoſition.

19. Upon the whole, the credit of our arms has been ſuſtained, though its ſucceſſes have been rendered ineffective by the eſſential want of cavalry and cattle. Our loſſes and ſufferings have been great; thoſe of the enemy can only be eſtimated, but muſt have been conſiderable: The following is a proof of it: private overtures were made to Sir Eyre Coote by Hyder for peace, ſome days after the firſt appearance of the French armament on the coaſt, and a negociation has ſince ſubſiſted. In reply to the reference made by the General to us in conſequence, we have authorized him to declare our conſent to a peace, on the condition of Hyder's abandoning his connection with the French, and departing from the Carnatic; but to refer him to the General Treaty, now in negociation with the Paiſhwa, for the ratification of this or any other conditions which he may require under the Paiſhwa's ſanction.

20. The Preſident and Select Committee of Fort St. George have adviſed us of their having received, from the Nabob Wallah Jah, a full and complete aſſignment of revenues of the Carnatic, and their charge and management granted perſonally to their Preſident for the ſervice of the war, by a formal deed paſſed on the 3d of December; a moſt important acquiſition, and a moſt ſignal proof of the fidelity and attachment to the Nabob.

21. On the 7th of February a large French fleet, conſiſting of twelve ſail of the line, beſides frigates and tranſports, was ſeen off Pulicat; on the 8th Sir Edward Hughes arrived at Madras from Trincomalay, having under his command the Superbe, Exeter, Monarcha, Burford, Worceſter, Eagle, and Seahorſe frigate, and was joined on the 10th by Commodore Alms, with three ſhips of the line and one tranſport, containing General Meadows and Colonel Fullarton, and 400 of the King's troops: On the 15th the French fleet made their appearance off Madras, and on the morning of the 16th they ſtood to the ſouthward; ours weighed and followed; and on the 17th, having chaſed the enemy till they were ſeparated from their frigates and tranſports, Sir Edward Hughes made the ſignal for chaſing the latter, in which the Iſis, being the foremoſt ſhip, came up with and took the Lawriſton, a large tranſport, laden with military ſtores, and having 300 troops on board, and ſeveral Engliſh veſſels laden with grain, which had been captured by the enemy on the coaſt: the prizes were immediately ſent to Madras, where they arrived. The enemy's fleet ſeeing this operation, bore down upon ours, and having the advantage of wind, which was equally and ſometimes calm, brought eight of their ſhips to engage the

Superbe,

Superbe, Exeter, Hero, Monarch, and Isis, the others on either side could not come into action. The engagement lasted from four in the afternoon till half past six, when the French ceased firing, and hauled their wind. The Superbe and Exeter were much damaged, and having several shot between wind and water, the Admiral thought it necessary to go to Trincomalay to refit, whence he returned to Madras on the 10th March, and intended to renew the attack upon the enemy. The French transports dispersed during the action, and the Duke de Toscanne, which was their hospital ship, came to an anchor in the roads of Nagapatam, mistaking it for a friendly port, where she was captured by the Chapman Indiaman, and is since arrived here. The French ships by all accounts were much shattered, and two of them totally dismasted. The fleet was afterwards seen in Porto Novo roads, employed in landing their sick and wounded. It appears that the Hannibal, an English ship of 50 guns, in her way to India, was taken by the French fleet about two months ago, in latitude 2 North, and made one of their line. The Chaser was also taken by the Bellona of 36 guns, while she was cruizing on the coast to protect the grain vessels.

22. The Nabob Nizam Ally Cawn continues to profess a friendly disposition towards us, in which we believe him to be sincere; our minister, Mr. Hollond, has been long in treaty with him for a defensive alliance against Hyder; and in a letter dated 7th March, we instructed Mr. Hollond to offer him the assistance of a detachment of forces from this establishment, if he could give us his definitive assent to it.

23. On the 2d of November last, General Goddard having received advices of the treaty concluded by Colonel Muir with Madajee Scindia, proposed to depute a minister to Poona, to treat for a general peace; which being agreed to, he deputed Captain Weatherston on this service, who accordingly proceeded to Poona, and was well received; but on notice of the plenipotentiary powers which had been granted to Mr. Anderson, he desisted from the negociation, and desired his dismission; but consented afterwards to remain at the urgent intreaty of the ministers, until answers should be received from Madajee Scindia to the instructions which had been sent to him, and which we suppose to have been accompanied with the full powers already mentioned. This is a favourable symptom of the disposition of the members of that Government, whom, from his political situation, we might have expected to have found the least inclined to a peace.

24. When we gave you reason to expect an investment for the ensuing year, exclusive of the large balance of goods remaining to be sent home, we thought we should be able to spare a sum to the Board of Trade for that purpose; but the exigencies of the Madras Presidency are now become so urgent and alarming, as you will see by an extract of their last letter, that all the resources which we can possibly dispense with ourselves must be applied to their support; we have therefore adopted a new mode for keeping up the investment by private subscription for 80 lacks of rupees, which will provide cargoes for your ships on the usual terms of privilege, at the risk of the individuals, and is to be repaid to them according to the produce of the sales in England; A copy of the plan makes a number in one of our separate dispatches over land.

25. The following is a state of our disbursements to 1st ultimo, and investment to 1st May next.

Supplied Madras in money, bills, and grain, since 1st August 80	Current Rupees	1,07,43,756
Do. Bombay, since 1st May 81		36,46,159
Investment realized this year		1,47,67,300
Expected to 1st May		35,00,000
Dispatched home this season		46,38,900
No account received from the Commissaries Dutch investment, estimated		17,50,000
Opium remitted to China		15,44,130
Certificates granted on Do.		26,00,000
In the treasury, cash and bills		34,06,796
Debts owing		1,99,34,626

Estimate

Eſtimate Reſources of 1782-3.

Revenue of the Provinces	2,71,94,112	
Benares	39,55,082	
Cuſtoms	8,26,346	
Salt	29,00,000	
Opium	3,42,838	
Bills and Certificates	18,47,630	
Import Sales	12,97,617	
Vizier's debt, eſtimated	76,52,809	
Army Subſidy	37,96,200	
		4,90,62,634

26. We cannot oppoſe an eſtimate of our diſburſements, becauſe we cannot be certain of the future ſtate of the wars in the Carnatic, &c. which will principally determine the appropriation of our means, as theſe muſt be applied in the greateſt degree to the greateſt and moſt preſſing exigencies.

We are,

Honourable Sirs,

Your moſt faithful

Fort William,
8th April 1782.

Humble Servants,

WARREN HASTINGS,
EDWD. WHELER,
JOHN MACPHERSON.

COPY of a Letter from the Governor General and Council of Bengal, dated the 16th October 1781: and from John Macpherſon, Eſquire, to the Court of Directors of the Eaſt India Company, dated in March 1783.

To the Honourable the Court of Directors for Affairs of the Honourable United Company of Merchants of England trading to the Eaſt Indies..

Honourable Sirs,

1. WE avail ourſelves of the departure of his Majeſty's ſloop the Nymph, for the Coaſt, to addreſs to you this letter; and we have requeſted Sir Edward Hughes to forward it by the firſt proper conveyance.

2. In

2. In a ſhort time, we propoſe to diſpatch the Swallow packet direct for England: By her we ſhall have the honour of communicating to you the fulleſt information regarding your affairs. We hope we are not too ſanguine, in expecting to tranſmit to you then very ſatisfactory advices, and ſuch as may effectually relieve you from the anxiety neceſſarily created by the accounts which you muſt have lately received from this country.

3. On the 29th of laſt month Mr. Macpherſon arrived at the Preſidency, and next day took his ſeat at the Board.

4. Your Governor General has been for ſome time back in the Upper Provinces: his preſence was neceſſary there, to effect meaſures which ſhall be explained to you at large by the firſt ſafe opportunity, and which, we doubt not, will meet with your fulleſt approbation.

5. It is with pleaſure we inform you, that the dangers to which he was expoſed at Benares, on the 16th Auguſt, have been happily counteracted, and that your intereſts in that province are now ſecured upon a ſolid and permanent footing.

6. For the particulars of the commotion at Benares, we beg to refer you to the narrative of the Governor General, which comes down to the 18th of Auguſt, and which we encloſe for your peruſal, though it was only drawn up haſtily by him, for the immediate ſatisfaction of the Board. We have had advices from him as late as the 1ſt of this month, when all was quiet at Benares; the new Raja, the grandſon of Bulwant Sing, having been inveſted in his office; while Cheit Sing, in juſt return for his cruelty and rebellion, was ſome diſtance from Bidjy Ghur, helpleſs and unattended.

7. By the laſt advices from the Governor General, we have the ſincere ſatisfaction to underſtand that Madajee Scindia had made offers for a ſeparate treaty and peace, which were accepted by the Governor General, who accordingly wiſhed to have a meeting with that Chief; an event which, if it takes place, will probably lead to an immediate and general peace with all the Maratta Governments.

8. At all events we wiſh you to reſt aſſured, that we are determined, without loſs of time, to accompliſh this neceſſary and moſt important object; nor can any one be more ſolicitous to effect it than the Governor General. Meaſures have been already adopted which open the way to this event, and which place your intentions and directions in the faireſt and moſt honourable light to all the powers of India. That harmony now reigns in your Councils, upon this ſide of India, which muſt be no leſs ſatisfactory to you, than ſerviceable to the operations of your Government, either in negociations or war.

9. Your preſent Adminiſtration of Fort St. George enters fully into the views, and co-operates heartily with the wiſhes of this Government: and we beg you to be aſſured, that if there is a power of legal or actual compulſion in our hands, no ſeparate or ambitious views of the Preſidency of Bombay ſhall be permitted to fruſtrate our determination to conclude a peace with the Marattas.

10. The relinquiſhment, if not formal ceſſion, of all the territories wreſted, during the preſent war, from the Marattas, is not to be put in competition with the impending fate of the Carnatic, and the boundleſs expence of maintaining ſuch conqueſts.

11. The termination of the Maratta war muſt be the commencement of ſuch an attack upon Hyder Ally's poſſeſſions along the Malabar Coaſt, as muſt ſoon recall that bold invader from the Carnatic, enable us to conclude a general peace with the native powers, and turn our arms, with efficacy, againſt our European enemies.

12. Unfortunate as thoſe miſmanagements have been, which left the Carnatic a prey to attack, and puſhed our arms, upon the ſide of Bombay, beyond the wiſhes of this Government, an experience may be gained from our diſaſters, which the prudence and ability of your leading ſervants, ſupported by your own well-weighed and decided authority, may yet turn to the perfect ſecurity of the intereſts of Great Britain in India. If the conteſts in which we are engaged with the country powers have not been ſucceſsful, they have opened to us a

perfect knowledge of the dominions, policy, faculties, force, and views of thoſe reſpective powers.

13. If we have not benefited, as uſual, by our ſuperior diſcipline, we have aſcertained the cauſes, and have learned the remedy which we ought to apply.

14. If our expences abroad have been immenſe, the peace of theſe provinces has been ſecured, and the œconomy neceſſary in future is preſſed upon us by neceſſity.

15. If there has been an error in the extent of our ambition, the limits of it are now preſcribed; peace, moderation, juſtice, and the ſtricteſt attention to cultivate the returns of commerce, ought to follow, and ſhall, we truſt, be the conſequences of the military career that has been run by Britain in India.

16. But let it not be forgot, that amidſt all the miſmanagements of your different ſervants in India, and even in our preſent ſituation, two the moſt important effects have been produced:

17. Our European competitors have been decidedly, and we truſt irretrieveably counteracted; and ſuch an impreſſion of our power has been made upon the country States, that if we act with them but upon the common principles of juſtice, they will not readily connect themſelves with our enemies, nor venture unprovoked to diſturb us in future.

18. As for our own parts, as your ſervants, we moſt ſolemnly pledge ourſelves to you and our country, that to the utmoſt of our abilities we ſhall endeavour to manage your affairs, upon the principles of maintaining your faith inviolate to your allies and dependents, of defending effectually the dominions we poſſeſs, unambitious of extending them, of cultivating a general ſyſtem of confidence with the country Princes, and of retrenching every poſſible expence, and cheriſhing that induſtry in manufacture and cultivation which conſtitute the chief value of remote dominions to any State.

19. Theſe we conſider to be your own objects, and ſuch are the great lines of conduct which, from the general ſpirit of your orders, you have ever wiſhed your ruling ſervants to purſue.

20 But, gentlemen, much depends upon your hearty concurrence and ſupport, unmixed with the influence of any prejudice to enable your ſervants here to execute thoſe deſirable and great public purpoſes. And if ever there was a criſis when the affairs of theſe diſtant dominions, blended as they are with the general proſperity of our country, calls upon the duty, ſpeaks to the affection, and appeals to the honour of thoſe who hold ſuch great truſts from the public, this is criſis! We ſay no more upon this ſubject, than that we feel its emergency, and that it is not only with the zeal of good ſervants, but with the grateful ſenſibility of good citizens, that we wiſh to diſcharge our duty.

21. Your Governor General has convinced us, that his utmoſt ambition is to unite with us moſt cordially in carrying on the public ſervice. It is from his experience, great knowledge, zeal, and ability, acting in harmony with our beſt endeavours, that we hope not only to reſtore your affairs to proſperity, but to eſtabliſh that proſperity upon a permanent and regular arrangement.

22. Our firſt care ſhall be to draw out with him a regular ſyſtem, *upon which we may perfectly agree*, to conduct your affairs in your two great branches of politics and commerce, a work which has never yet been formally adopted by your adminiſtration, and afterwards ſubmitted to your approbation, from the united voice of this Government; a work which is abſolutely as neceſſary in the guidance of great and various political affairs, as a plan of order is eſſential in the arrangement of the common tranſactions of life.

23. It has been for the want of ſuch a work or ſyſtem that oppoſite intereſts have been purſued in your different Preſidencies, and that meaſures change with the adminiſtration of different men.

24. We

24. We ſhall be able to ſend you, by the ſhips of this ſeaſon, an inveſtment to the amount of upwards of one hundred crore of rupees; we are reſolved, at every hazard of diſburſement, to ſupply regularly this great ſource of the Company's ſupport; ſooner than that it ſhould not be ſupplied, we would chearfully forego our own allowances; and, after giving ſuch an example to your ſervants, retrench every poſſible advantage they could ſpare. Without the advances for the inveſtment, the productive induſtry of theſe provinces would ceaſe; without induſtry, cultivation would ſtop; which would ſpeedily end in the ruin and depopulation of the country. Our object in dwelling ſo forcibly upon ſo obvious a concern of your intereſt, is, that it may ſtand in an equally ſtrong light, not only to your conſideration, but to that of the State at large, in every change of the public management.

25. Fortunately for the other preſidencies, cultivation was never in higher perfection, or more productive than it is at preſent, in this country. There is likewiſe a proſpect of great increaſe, with more eaſe to the natives, from the preſent mode of collecting the revenue. In every new arrangement, the ſatisfaction and ſecurity of the natives muſt be firſt conſidered; it is upon their happineſs a wiſe government will ever endeavour to eſtabliſh its proſperity: And whatever line the iſſue of war may leave, as the boundary of territories over all India, upon the eſtabliſhment of general peace, policy, if not juſtice, directs, that if our frontiers ſhould be occupied by allies, who have an intereſt in ſtanding between us and the incurſions of enemies, and who ſhould be taught to feel, that their arms were neceſſary only againſt thoſe enemies, and not againſt our own ambition.

26. You will be pleaſed to obſerve, Gentlemen, that in this letter, expoſed to the various accidents of conveyance in time of war, we have given you only our general ideas, wiſhing to have a full communication of your ſentiments in return. We avoid entering into the particular detail of your affairs till the return of the Governor General, and we diſpatch one of your packets. You muſt have more recent, and we hope more favourable intelligence from the coaſt, and even from Bombay, than any we can convey, relating to thoſe Preſidencies. We truſt much to the good and able management of my Lord Macartney, and the gallant activity of Sir Eyre Coote; and we hope the repreſentations that have been ſent to Bombay will recall them from their viſionary views of raiſing new armies, and embracing a more extenſive ſyſtem of war.

27. But whatever may be the ſucceſs of our arms upon thoſe coaſts, we are unalterably bent upon one ſyſtem of conduct, to yield what we can with ſecurity and honour, and obtain peace, and to turn every poſſible ſucceſs to confirm it after it is adopted. We ſhall then be enabled to diſcharge gradually thoſe debts which war, when it is even ſucceſsful, muſt create, but which with its duration muſt accumulate very rapidly amidſt any ill ſucceſs.

We have the honour to be,

Honourable Sirs,

Your moſt faithful

humble ſervants,

Fort William,
October 16th, 1781.

EDW. WHELER,
JOHN Mc. PHERSON.

P. S. Since writing the above, and juſt as we were ſealing it, we received information, tho' not official, of the ſucceſs of your arms under General Sir Eyre Coote, againſt the main army of Hyder Ally, on the plains of Arcot, on the 27th of laſt month. We have every reaſon to believe the information true; and in the fullneſs of joy at ſuch an event, we cannot cloſe this diſpatch without indulging in the moſt liberal congratulations with our country, on the repeated and moſt diſtinguiſhed national ſervices of Lieutenant General Sir Eyre Coote.

The

The importance of the ſervice which he thus rendered to Great Britain can only be equalled by the gallantry with which, amidſt the ſtorms of the Monſoon, and in a very bad ſtate of health, he flew from the tranquility of his official duty here, in Octtober laſt; and, both by his example as a ſoldier, and able conduct as a General, began what he has now, we hope, compleated, the relief of the Carnatic. A Member of this Board had an opportunity, in his way hither, to witneſs perſonally the many uncommon difficulties againſt which Sir Eyre Coote had to ſtruggle to effect this great and brilliant ſervice; and he has no heſitation in ſaying, that he is perſuaded no officer but one of General Sir Eyre Coote's attention to the native troops, and wonderful perſeverance, under ill health and every military diſtreſs. could have conducted himſelf ſo patiently and completely to the overthrow of the enemy.

My Lord Macartney's aſſiduity, zeal, and exertion were equally conſpicuous in collecting and forwarding ſupplies for the army.

We have, without loſs of a moment, tranſmitted this news to the Governor General, and veſted him with full powers to turn it to the public advantage, in finiſhing a peace with the Marattas, and completing the relief of the Carnatic, by directing the Preſidency of Bombay and General Goddard to raiſe enemies to Hyder in his own dominions. From Benares to Bombay letters may paſs in 28 or 30 days.

E. W.
J. Mc. P.

The Honourable the Court of Directors for manging the Affairs of the Eaſt India Company.

Calcutta, 30th March 1783.

Honourable Sirs,

In your diſpatches of the 13th of July laſt, you have been pleaſed to tranſmit, as a number of your packet, a copy of the 3d Report of the Select Committee of the Houſe of Commons, which was intitled to enquire into the petitions againſt the Supreme Court of Judicature in Bengal.

That report has been entirely confined to my nomination to your ſervice, as a Member of your Superior Government in India; I therefore ſuppoſe, that the object of your honourable Court, in tranſmitting to your Governor General and Council, was, that I might have opportunity of vindicating my conduct againſt any charge contained in that report.

The profound and implicit reverence, which is due from every good citizen to the Legiſlature of his country, extends, with me, to a reſpect for the proceedings of any body, who are a part of a great conſtituent branch of that legiſlature; I have, beſides, a perſonal eſteem for many of the members who conſtituted the Select Committee; it would therefore be to me a taſk of great delicacy, as well as pain, to make any remarks, even in my own defence, upon the proceedings of the Select Committee; ſuch remarks could not but be expreſſive of injury, and queſtion the candour as well as the juſtice of proceedings, which have adopted for their baſis and guidance a ſuppoſed copy of a paper unavowed and ſurreptitiouſly obtained, in violation of that confidence wich binds the peace of private ſociety, and of that decorum, which, upon a more enlarged ſcale, ſtamps the validity, and conſtitutes the faith of public tranſactions.

But I feel it my duty to you to make an explicit declaration; I make it upon honour, and as I value your eſteem and your ſervice. I never executed any commiſſion for the Nabob of Arcot, prior to my being in your ſervice, that was not made fully known to your Governor at Fort St. George, upon my entering there in your ſervice; nor did I ever preſent any account of the ſaid charge of ſuch a commmiſſion to the Nabob of Arcot, that had not the expreſs approbation of your Governor, as can yet be ſhewn under his hand. Mr. Dupree was perhaps the ableſt ſervant that was ever employed by the Company; he was devoted to your intereſts, and got the higheſt

credit

credit from the Company, as the defender of their rights and privileges, againſt the claims of his Majeſty's Miniſter Plenipotentiary at the Durbar of the Nabob. He was your Governor of Fort St. George at the time alluded to; and from the day of my arrival there, as your ſervant, to the day of his departure, I lived with him in the utmoſt confidence; I was one of his family, and was confidentially employed by him in your moſt important concerns, and in writing your moſt intereſting diſpatches. His friendſhip for me laſted with his life, and his favourable opinion and wiſhes, that I ſhould be promoted to your higheſt office upon the coaſt, were not unknown to ſome of your Honourable Members in 1780.

My fidelity to the Company, and the expreſs permiſſion and approbation which your Government had given me, for any repreſentations that I had preſented to the Nabob, were fully known to your Governor and Council at Fort St. George in January 1776, when they proceeded ſo illegally againſt me. Their knowledge of theſe circumſtances was the only reaſon I could aſſign for their proceeding to condemn me, contrary to your orders, without a hearing, and without a charge given me in writing, or time to make my defence. In my letter to your honorable court, upon the ſubject of ſuch an injury, I ſtated to you that it was not order, but the higheſt diſorderder in your affairs, that you had to apprehend from a government who acted thus in violation of juſtice, and in defiance of your expreſs regulations; ſubſequent events verified theſe ideas: the ſame Governor and Council, who in January 1776 were almoſt unanimous in depriving me of natural juſtice and the protection of your orders, broke afterwards into two parties, and in the revolution of eight and forty hours, ſuſpended each other alternately, in defiance of your regulations, and upon exactly the ſame illegal principle which they concurred in adopting againſt me.

An anarchy enſued; and though your records, your time, and even the courts of law in England, were afterwards engroſſed with the diſputes of the oppoſite parties, my name was not brought forward by either party; it could not for their purpoſe, or to my diſadvantage.

I declare further to your honourable court, and with the ſame ſolemnity, that I never, directly or indirectly, uſed any art of improper or corrupt influence, to bias any Miniſter, under Miniſter, or Director, in favour of the Nabob, and to the prejudice of the Company's rights; ſuch arts were not in my power, nor are they congenial to my diſpoſition. Any confidence with which I was ever honoured by the Nabob of Aroot, was invariably exerted to bind his attachment to my country; and it has, on various occaſions, been exerted for the particular advantage of the Eaſt India Company.

It has ever been my opinion, that the great and real intereſts of the Company and of the ſtate are the ſame, and that the true intereſts of the Company and the Nabob are, upon the ſame principle, equally connected; he is ſupported, and exiſts by their proſperity; and if the deſtruction of his intereſts is ever purſued, as an advantage to the Company, or if an invaſion of the Company's rights, is ever conſidered as advantageous to the ſtate, the error of ſuch opinions will ultimately ſhew itſelf by a general misfortune. As it appears that your Honourable Court, previous to my late appointment in your ſervice, had diſcuſſed every ſubject which the Select Committee have been pleaſed to review and comment upon, ſo I muſt conſider their report, as more directed againſt the wiſdom and propriety of your appointment, than againſt me individually, as the object of that appointment.

It is incumbent upon me therefore to ſhew, as far as I can, without preſumption or vanity that your appointment of me to the high ſtation I have the honour of holding in your ſervice, has not been attended by any ill conſequences to the public; and if, in the courſe of a repreſentation to which I am in a manner forced, I ſhew, upon clear grounds of truth and record, that your appointment of me to that ſtation has been, at leaſt, coincident with a favourable change in your affairs. I ſhall hope for your indulgence in a detail of facts, which are intereſting to the company, fortunate to the nation, and diſtreſſing only to me, in the relation of them. On a ſubject, in which a perſon is obliged to make frequent and favourable mention of his own conduct, no one can ſpeak gracefully, who ſay much: Silence gives generally ſtrongeſt impreſſion of real merit. I am fully ſenſible of this diſadvantage; but if I claim a merit, it is in ſelf-defence; and the utmoſt merit I wiſh to claim or diſplay, is that of having aided the abilities of my colleagues in the public ſcene, to render you ſervices which juſtify the promotion with which you honoured me, and which as they contributed to the ſafety of the Company in a criſis of imminent danger, will, I flatter myſelf, procure me your approbation.

Of the general diſtreſs of your affairs in all your preſidencies in the latter end of Auguſt 1781, when I arrived at Madras, you have long ſince had authentic accounts: but of the danger to which the very exiſtence of the Company was then expoſed, you can have no adequate idea. Your army towards Bombay had been obliged to retreat from a gallant but unſucceſsful enterprize towards Poona; and it required great bravery and ſkill to ſecure their retreat from the Gauts to the ſea ſide. Your preſidency of Bombay was then near a crore of rupees in debt, notwithſtanding the immenſe ſupplies from Bengal, and their newly-acquired revenues. The utmoſt of their military exertions, though ſupported by an army from Bengal, and though they had raiſed many new battalions, was directed to keep the Marattas in check.

In the Carnatic, your principle ſettlement, and your main army under Sir Eyre Coote, were ſurrounded by the army of Hyder, who had indeed been defeated on the 1ſt of July 1781, but who from that check ſeemed only to have become more guarded and determined in his purpoſe. Neither your army, nor even fort St. George itſelf, had at that time above a few days proviſions in ſtore; nor could there be any proſpect of ſupply from the country. Your treaſury at fort St. George was empty; your credit could not be ſaid to exiſt in any active force.

At Bengal, on which your other preſidencies depended almoſt entirely for ſupplies, your treaſury was drained, and every effort of raiſing money by loan, by annuity, and by partial remittances had been tried; and to complete the meaſure of your difficulties, a rebellion had broken forth upon your frontiers at Benares, which threatened deſtruction to all your poſſeſſions, from the ſource of the mouths of the Ganges, and in every quarter of India.

Such was the criſis at which it was my deſtiny to become one of the members of the ſuperior adminiſtration of India. Few, who could have ſeen the real difficulties of the part I had to act, would have envied my ſituation, and the moſt obſtinate party contention had but ceaſed to rage in the ſcene where I was to begin my part.

I ſhall leave it to your Governor and Commander in Chief upon the coaſt of Coromandel to ſtate, whether I was of any aid to their councils in ſo deſperate a criſis. At all events, I eſteem myſelf fortunate in having joined my efforts to theirs to promote a favourable impreſſion upon the Maratta ſtate. The confidence which the Nabob of Arcot repoſed in my opinion was not unſerviceable to the Eaſt India Company upon that trying occaſion. I propoſed that he ſhould place the ſeal of the Carnatic in the hands of the Commander in Chief of our forces, that he might grant ſunnuds to the petty rajahs and poligars, to exempt them from future tributes, in proportion as they might aſſiſt the army with proviſion or force from their different retreats. It was my opinion that your ſeal ſhould have been ſent to guarantee theſe deeds of conceſſion: Sir Eyre Coote felt the public advantages of this propoſition, and marched through the pollams of theſe rajahs and zemindars, that lay between Madras and Vellore: They ſupplied him with proviſions; he defeated Hyder on the plains of Shulinghur; he afterwards relieved Vellore, took Chittoor, and returned to Madras, after an abſence of about three months, when the ſupplies of proviſion from Bengal arrived ſeaſonably for the ſupport of fort St. George and your army.

On the 29th of September I arrived at Calcutta, where I found Mr. Wheler alone in charge of the Government; he was labouring with the beſt intentions, good humour, and ability, to maintain your affairs. I ſhall not attempt to deſcribe the ſituation of the ſettlement, and the variety of apprehenſion that agitated the public opinion. The governor General had with great ſpirit recovered his ground at Benares. The attachment and ſpririt of your officers flew to him from every quarter; but all the province ſeemed ſtill to tremble, from the ſhock of the convulſion on the 24th of Auguſt at Benares. The collections did not flow in their regular courſe; all depended upon regularity and vigour in that department; for your collections were chiefly in the hands of native renters and zemindars, and it is their rule to be no longer punctual in their payments, than the ſtate can attend to them reſpectively, and is in force to compel them.

I declared to the Dewan of the Khalſa, Gunga Govin Sing, or, in other words, the native Chancellor of the Exchequer, who ſtands between the farmers and the committee of revenue, that I would move the council to puniſh any native collector and zemindar who had collected the revenue from the Ryots, but who withheld it from the company beyond the uſual terms of payment; for that ſuch crime, in the preſent ſituation of affairs, was the ſame as to attempt to rob the public treaſury, and ſhould be puniſhed as ſuch. I declared to him further, that while I ſat in council I would not ſign a remiſſion of revenue, or agree to cancel a company's balance, but on a ground of actual invaſion, or a general famine; for if the farmer refuſed to pay the money, he

ſhould

ſhould paſs his bond to the company for the balance; and none but the company could have a right to cancel the obligations of ſuch bonds.

Theſe declarations met the approbation and the full ſupport of your government, and produced an effect which many of your ſervants who are in the charges of the revenue can atteſt. By your monthly collections, or kiſts, in the Bengal provinces, your armies then in every quarter of India were maintained, and might be ſaid to be kept together.

It is to your ſervants (and you have many here of very great knowledge and ability, and liberal attachmens to your intereſts) that I am indebted for that early inſight into your affairs, which enabled me to be of immediate ſervice.

I met your ſervants who were in oppoſite intereſts of the party with equal civility. I declared to them, that, as far as my voice would go, party was aboliſhed; and I requeſted from every ſervant who was of known ability and experience in office, a candid and confidential account, in writing, of the management which might improve his particular department, and tend to the general proſperity. I pledged my word to the ſacred cuſtody of their opinions.

By this means, in the courſe of three weeks I received memorials of confidence, and the moſt uſeful inſtruction in every department of your ſervice; in revenue, inveſtments, contracts, diſburſements, management of the army, marine, general accounts, and the ſtate of our alliances, with the plans of regulation by which affairs might be retrieved. It would be uncandid in me not to name particularly the ſervants to whom I owed ſuch valuable and friendly communications.

They are, Mr. Shore, Mr. Ducarel, Mr. Peter Moore, Mr. Jonathan Duncan, Mr. Charles Grant of Malda, Mr. Petrie, and particularly Mr. Larkins, Mr. Murray your Commiſſary General, Colonel Sir John Cumming, Lieutenant Colonel Fullerton, Majors Popham and Bruce upon ſubſequent occaſions, Mr. Mackenzie, Mr. Charles Purling, Mr. Briſtow, and Mr. Crofts, who always obligingly furniſhed me with every calculation that I could aſk, of your receipts and diſburſements, and the comparative ſtatements of revenue and expenditure in different years.

I could name many more of your ſervants who ſhewed the moſt chearful readineſs to give me every knowledge they had of your affairs.

Upon diſcuſſing theſe general ſubjects with Mr. Wheler, and taking a general view of affairs in every quarter of India, we addreſſed to your honourable court thoſe general letters in the ſecret department, which annouced to you, on the 16th of October and 29th of December 1781, the following aſſurances:

That this government would endeavour at all events to put a cloſe to the Mahratta war.

That they would endeavour to ſecure and arrange the internal peace of India, and a ſyſtem of moderation and juſtice.

That they would, at every riſque, provide an inveſtment, and continue that great commercial proviſion, which was equally neceſſary to the internal proſperity of theſe provinces, as it conſtituted their value to the Company, and to the parent ſtate.

That amidſt harmony in our councils, rendered neceſſary as well as deſirable, we ſhould endeavour to retrench every ſuperfluous expence, and attend to the moſt regular collection of your revenues, with every attention to the cultivation of the country, and happineſs of the natives.

That we ſhould labour with every exertion in our power, to ſupply the other preſidencies with money and proviſions, and ſtrive, upon a regular ſyſtem of co-operation from all our preſidencies, to repel our natural enemies, ſo as to forward the neceſſary object of a general peace in Europe.

Such were the hopes which this government gave to your honourable court in October and December 1781, and to perform the great public objects of ſuch expectations we pledged ourſelves to the very utmoſt of our abilities to the Company, and to our country. The Governor General had not then returned to the preſidency, but, from his confidential correſpondence, we were empowered to pledge his name. We conſidered our declaration, which went to the above obligations,

gations, though not in their formal order, as an engagement, which we formally entered into with our employers.

I eſteem it the greateſt happineſs, and the greateſt honour, that could befal me in life, that in the courſe of ſixteen months an adminiſtration of which I was a member ſhould have been able, in ſo ſhort a time, to have performed to you ſo much of what they promiſed to attempt.

1ſt. The Mahratta war was cloſed, by a general ceſſation of hoſtilities between you and that ſtate, as early as January 1782.

2dly. The internal peace of India has been ſecured by the treaty of peace and alliance with the Mahrattas, which was concluded on the 18th May 1782, ſigned by your Governor General and Council on the 6th of June, ſigned by the Peſhwa on the 20th December following, and finally exchanged and ratified on the 24th of February laſt.

You will pleaſe to obſerve, that the ſaid treaty excludes France from any eſtabliſhments in the Mahratta country, or any aid from their chiefs; and includes and binds every power of any conſequence in India, as either in alliance with you, or with the Peſhwa, without a claim upon the Carnatic, or Oude; and you may depend upon it, that nothing but the utmoſt miſmanagement of your own ſervants can ever break a treaty founded upon ſuch an equitable arrangement, originating from an experience of unprofitable war on both ſides, and which is firmly ſecured by the real intereſts of the leaders of the Mahratta ſtate.

If you are pleaſed to reflect a moment upon the difficulties under which this treaty was negociated; the offers that were made by France, directly from the ſovereign to the miniſters at Poona; the intrigues, abilities, and reſources, of Mr. Buſſy's agents there; the influence of Hyder; and, what was a greater bar than all to the treaty, the general cry from your own ſervants for a peace with the Mahrattas, upon any conditions: you will applaud the management with which it was commenced, the patience and firmneſs with which it was conducted, and the liberal as well as dignified manner in which it was finally ratified.

In the midſt of a general war, it ſecures to you in tranquility the revenues of theſe provinces, from Rohilcund to Cuttack; and with theſe revenues, under a prudent diſburſement, and a proper co-operation of your forces, you may bid defiance to the moſt powerful ſtates in Europe. In a conteſt for any of your poſſeſſions in India, ſuch conteſts muſt eventually be determined by the greateſt and the moſt permanent power of reſource upon the ſpot.

3d. An inveſtment has been provided, upon a plan which counteracts foreign competitors in your trade at the Europe markets, and which has very conſiderably reduced the prime coſt of the goods.

Formerly your Governor General and Council, ſufficiently occupied with general affairs, and the virulence of their own diſputes, could not attend to this moſt important ſubject; at preſent they have inſpected the different propoſals of contractors, and have, after accepting the moſt favourable of your intereſt, kept ſealed ſpecimens of the goods, as a check, and to aſcertain at the ſales the faithful performance of the contractors engagements; for the goods are not to be mixed, and each bale is to be marked with the name of the contractor.

Unpleaſant as ſuch interference muſt have proved to your Board of Trade, they ſaw the juſtice, as well as the neceſſity of it. They acquieſced at length with chearfulneſs in the arrangement. It is worthy of your juſtice to avoid retroſpect, and only to encourage the ſacrifice which theſe ſervants, who have ſerved you ſo long, and whoſe allowances are ſcanty, have made upon the preſent occaſion.

4thly. Amidſt harmony in our Councils, very conſiderable retrenchments have been made from the increaſing ſale of your expenditures.—Theſe retrenchments were begun early in the preceding year, but impeded by the interruptions of ill health: They were begun upon a ſyſtem that was to carry them fully through the minuteſt department in the ſervice: they are vitally neceſſary to the permanency of your proſperity in this country. It ſhould be remembered, that the baſis upon which you roſe to power, and have been able to ſtand the ſhock of repeated convulſions

convulſions, has been the accuracy and ſimplicity of mercantile method, which makes every tranſaction in your ſervice, and every expenditure, a matter of record. The proceedings of this Government have been laboured, and very difficult in the buſineſs of retrenchment; but when they are extended to every department in the ſervice, which will be in the courſe of three months, I do not think I exceed, when I ſtate, that I hope they will amount to ſix hundred thouſand pounds. I ſhall tranſmit to your Honourable Court an exact official account to the laſt rupee upon this ſubject, with a copy of the new regulations that have been adopted to check every department, to ſeparate eſtabliſhed from contingent charges, and to check the accounts of agency diſburſements, which were early reduced from 15 to 10 per cent. the extraordinary contingent expences of the army, eſpecially of the detachments ſerving on the weſt ſide of India, and in the Carnatic, you will find conſiderably reduced, as well as thoſe of the phouſdarry and the new law offices, which were cancelled before your orders arrived.

To my ſuperior colleagues muſt be due the chief merit of ſuch reforms, for to them the labour muſt have been more irkſome. As far as my own example would operate, in avoiding to trouble the public finance with the diſtreſſes of dependants, or the claims of favour and recommendation, your records will do me ample juſtice: On the increaſe of the revenue, I beg leave to refer to the Governor General's minute of the 13th December laſt, and my reply in the revenue department.

That minute ſhews, from accurate calculation and figures, that your reſources have been virtually increaſed in the preceding year about 700,000 pounds ſterling. It may not be quite out of the way here to obſerve, that by enforcing the exact ſtatements of your moſt able Accountant General, an error, which had gradually ariſen to the amount of forty-three lacks of rupees, in account between the Company and the Vizier at Oude, is now in train of realization, under the management of your new Reſident at Oude, Mr. John Briſtow, whom your Governor General promoted to that office agreeable to your orders, whenever he found the former Reſident neglected his duty.

5th. On the ſubject of ſupplies which have been ſent from hence, from the period of my arrival, for the ſupport of the war in your other Preſidencies, I have the honour of tranſmitting to you the accompanying official account, ſigned by your Accountant General; from this account you will pleaſe to obſerve, that the amount remitted and actually paid, from the 30th September 1781 to the 1ſt March 1783, is two crores and fifty-eight lacks one thouſand three hundred and fifty-ſix rupees; beſides the treaſure and ſtores that were ſent ſome days ſince, with Sir Eyre Coote to the Coaſt, and bills accepted by this Government, and under payment, making in all a ſum little ſhort of *three millions ſterling*.

If you will take the trouble to peruſe attentively the letters of this government to Madras and Bombay, and General Goddard, on the 26th December 1781, you will in thoſe letters be not more ſatisfied with the exertions which this Government have made in ſupply, than with the plan of co-operation which was ſo early recommended to both theſe Preſidencies, in which they were cautioned againſt the operations of our natural enemies, which, in the enſuing February, burſt on the Carnatic.

The letter of this Government to the Preſidency of Bombay, on the 14th of October laſt, had the moſt fortunate effect upon the operations of that Government, as you will perceive in General Mathews's letter of the 2d of December laſt to Sir Eyre Coote, entered upon your records: The following paragraph is worth your attention.

" The letter of the 14th of October from the Supreme Council, and the remittance of 15 lacks
" will not leave this Government a pretence for delay, and will give what they deſire for the
" outfit of the expedition."

You have ſince heard of General Mathews's ſucceſs; I have been honoured with a ſhort letter from him dated at Bidenore, the 30th of January 1783, in which he ſays, that with the ſupport of this Government (of which I had taken the liberty to aſſure him in a private letter) he ſhould hope to retrieve your affairs on that ſide of India.

Having thus preſumed to lay before your Honourable Court ſome account of the ſituation in which I found your affairs, and of the meaſures which the Governor General and Council purſued

ſued to retrieve them, permit me to ſtate the particular impreſſion under which I viewed all the tranſactions in India at ſuch a criſis.

It was my belief that Great Britain, after the oppoſition and ſeparation of America, and attacked by ſo many powerful enemies at home and abroad, could neither exiſt in her finances nor liberties, if India was not ſaved, and our competitors here completely counteracted.

The ſeparation of America came on by degrees; and trade, which was our only return from thence, opened her courſe through other channels with ſucceſs. America yielded to Britain no landed revenue; and each colony there had, like the mother country, anticipated by debt the revenues of many years. India was ſcarcely one year's revenue in debt. The loſs of ſuch a dominion, if it was to happen, would be ſudden, would be total. It would be irrecoverable by any efforts from home. It would prove the inſtant loſs of millions of individuals, and many millions of the public property. It would at once annihilate thoſe funds which conſtitute the ſubſiſtence of all the creditors of the India Company, at home and abroad; it would fall upon the other funds of the ſtate with a ſhock that would ſtrike the remoteſt land holder in Britain, and involve him ultimately in the ſame fate with thoſe who lived upon the intereſt of the public debts. But, to complete the miſery of ſuch an univerſal cataſtrophe, our natural enemies, who were in force and alliance upon the ſpot, would ſucceed to the remains of our fortune; from that ſucceſſion they could maintain their future tenure, and dictate to Britain the laſt terms of deſpotic ſuperiority.

No perſon but one who had once ſeen the Carnatic in its proſperity, and who afterwards ſaw it in the miſery in which I beheld it, could conceive the reality of the general ſcene of diſtreſs which I have deſcribed as within the poſſibility of human events. There I ſaw men who ſuppoſed themſelves, and who literally were, worth princely fortunes a few years before, abſolutely in want of bread. The whole ſubſtance of a great colony, the credit of a mighty Company, and of ally Princes, were extinguiſhed by the ſword of deſolation. "You may come on ſhore," writes Lord Macartney to me the day I came to anchor in the roads, "but if the gentlemen who are "paſſengers with you come along with you, they muſt ſleep in the ſtreets." And where was at that inſtant the exiſtence of the India Company? Only in the revenues of Bengal; and in Bengal a ſituation of affairs ſimilar to that which exiſted in the Carnatic was to be greatly apprehended; and had it actually taken place, I leave it to your own ideas to reflect whether the general cataſtrophe which I have repreſented as poſſible, was not to be dreaded as a certain conſequence. France looked to ſuch a reverſion in your fortune; and when you ſee her armaments prepared upon a ſcale of force and expence, which is the utmoſt that her faculties can ſend againſt India, you cannot be too ſenſibly awakened to the dangers you have eſcaped, nor conſider thoſe events as impoſſible, which could alone reimburſe your natural enemies, or give them any proſpect of future advantage from ſuch extraordinary efforts.

Such are the dangers to you, and to the public intereſts, which proper exertions in the office I hold might be inſtrumental to ward off and prevent, or which inability or wickedneſs in the ſame office might precipitate upon the State. In the period in which I held the office, and the criſis of that period, no Britiſh ſubject could poſſeſs a greater field for averting public evil, or rendering public ſervice.—I became a member of your ſuperior adminiſtration of India at a moment when it was a queſtion whether India itſelf was not to be loſt for ever, or greatly ſaved: For four months another member of Government and I held the Adminiſtration; and for more than twelve months your Adminiſtration conſiſted only of three members; ſo that I was the third and deciding voice between colleagues, who had but recently recovered from habits of a moſt decided oppoſition.

While I was diſcharging the truſts of ſuch a ſituation, the Select Committee inveſtigate my appointment, and endeavour to condemn me; not for my acts in that appointment, but for my ſuppoſed conduct before I had any appointment in your or in the public ſervice.

I leave it then to your candour to pronounce upon the motives which have dictated this addreſs. If you are ſatisfied that your appointment of me to my preſent office has been conducive to the Company's advantage, and for the public good, I ſhall be completely happy, and enjoy the moſt pleaſing ſatisfaction of having diſcharged a debt of favour with gratitude, and of having fulfilled a duty of the higheſt confidence with ſucceſsful fidelity.

The feeling of my own mind upon the ſubject is to me a real and permanent reward; it is what no power on earth can rob me of; it is a fortune more valuable than any which peculation has

has amaſſed; and it is more honourable than all the applauſe which affected patriotiſm can obtain; it places me above the cenſure of thoſe who were indifferent to my honour, and hoſtile to my intereſts, while I was zealouſly maintaining theirs, as they ſtood connected with the public welfare, and the honour of the State, or, in other words, while I was endeavouring, to the very beſt of my ability, to ſhew, by actual performances, what they were directed to conſider, viz. "*How the Britiſh poſſeſſions in the Eaſt Indies may be held with the greateſt ſecurity and advan-*
"*tage to their country.*"

If in the courſe of their conſideration upon this important ſubject, the Select Committee had diſcovered that the perſon you had appointed to the office of a Counſellor of this Government had been guilty of *groſs uſury* in his tranſactions with the natives of India; had availed himſelf of the powers of your ſervice to *debaſe the public coin*; had perverted the ſame authority to diſgraceful and oppreſſive *monopolies* in commerce; the Committee might have juſtly reproached you with the choice you had made. In me they only blame my ſuppoſed, not my real, conduct before I was in your ſervice: I wiſh them to examine my actual conduct ſince I have been promoted by you to a ſtation of actual ſervice; I am confident they would then paſs a very different opinion upon your proceedings on the buſineſs of my appointment.

As to the office itſelf, it is your gift, under the approbation of my ſovereign. You may fill it with greater abilities, you cannot with a more devoted zeal. Whether you have taken it away, or whenever you may take it away, or when I may aſk your leave to retire from it, you ſhall receive it back without a ſtain; nor ſhall the motive ever point to it, as the office of one who oppreſſed, nor the Princes of India trace to it, but the Councils of peace and juſtice. I have the honour to be, with the moſt devoted attachment and profound reſpect,

Honourable Sirs,

Your moſt faithful and

Obedient humble ſervant,

JOHN MACPHERSON.

P. S. To this letter I have taken the liberty to annex three very important official papers. The firſt ſhews, that the remittances from this Preſidency to Fort St. George and Bombay, from 30th September 1781 (the day I arrived at Calcutta) to the 1ſt of March 1783, have been — — C. Rs 2,58,01,376 0 0
Treaſure ſent by Sir Eyre Coote to Fort St. George ſince 1ſt March — 10,00,000 0 0
Bills from Bombay and Fort St. George, accepted, and in train of payment 3d April — — — — 14,64,413 0 0

Total — C. Rs 2,82,65,789 0 0

The ſecond paper ſhews that all the remiſſions granted in your revenues for the laſt year, notwithſtanding the rebellion of Cheyte Sing, and the incurſions of Futty Shaw, &c. were only one lack and ſeventy-nine thouſand four hundred and ſixty-five rupees.

The third is a note to me in the well-known hand of your Accountant General, Mr. Larkins, which ſhews to your Honourable Court, at a glance, that the encreaſe upon your bonded debt from 30th September 1781 to 28th February 1783, is only nineteen lacks ſixty-five thouſand ſeven hundred and ſeventy eight rupees (19,65,778 rupees).

JOHN MACPHERSON.

COPY

COPY of a Letter from the President and Select Committee of Fort Saint George, to David Anderson, Esquire, dated Fort Saint George, 15th March, 1782.

Extract from Fort St. George Select Consultations, the 15th March, 1782.

THE Select Committee having, upon due consideration, judged it proper to communicate the situation of the Company's affairs to Mr. Anderson, the Minister from Bengal at Poonah, the following letter was in consequence prepared, and is now dispatched.

To David Anderson, Esquire, at Poonah.

Sir,

The Governor General and Council of Bengal having, in a letter to us of the 26th December last, announced your appointment of Minister to the Court of Poonah, to negociate a peace with the Marattas, and sent us a copy of your instructions, we congratulate you on being nominated to so honourable a commission; and, as the welfare, and indeed the preservation of the Company's interests on this coast, may eventually depend on your success, we think it of importance that you should be fully acquainted with our situation, and enabled to judge how far it should influence you in acceding to the demands of the Marattas.

You must have heard, before you left Calcutta, that Hyder Ally, though defeated in three general actions with our army under Sir Eyre Coote, retained possession of the greatest part of the Carnatic. It was with the utmost difficulty that we enabled the General to march to the relief of Vellore; and since his return from that expedition, the army has, from necessity, remained inactive at the Mount.

The arrears due to the troops already amount to many lacks of pagodas, and we have reason to apprehend they will rather increase than diminish.

The districts of the Carnatic assigned over to us, and unpossessed by the enemy, from the intrigues and artifices of people about the Durbar, have hitherto produced little or nothing. We have also been in some measure disappointed of the supplies of treasure we expected from the Governor General and Council. Their means of assisting us are not adequate to our necessities; and if all they intend to send us this season should arrive safe, which is now become very doubtful, it will not be sufficient to discharge the army arrears, not to mention the very considerable arrears and balances due to the other branches of our establishment.

If this was our situation when we had no enemy to oppose but Hyder Ally, you will readily conceive how much our danger must be augmented by the arrival of a French fleet upon the coast superior in force to ours, with transports and 3000 troops, which are landed at Porto Novo.—The French fleet, consisting of 12 sail of the line, with frigates and transports, making in all 28 sail, appeared near Pullicat the beginning of last month: after taking and destroying a great number of our grain ships and vessels coming from Bengal and the northern settlements, they, on the 15th ultimo, sailed past these roads; and as soon as they had got to leeward, our fleet, under Sir Edward Hughes, though inferior by three ships of the line, weighed anchor, and stood after them in line of battle; an engagement accordingly took place the 17th, in which the enemy, by having the advantage of the wind, were enabled to bring 8 of their best ships upon five of ours, and that unequal combat was maintained by Sir Edward Hughes, with the most determined spirit, from 5 o'clock until 25 minutes past 6, when the French hauled

hauled their wind, and ceaſed firing. Sir Edward Hughes, finding two of his ſhips, the Superb and Exeter, very much diſabled, was obliged to proceed to Trincomalay to refit them: He left that place the 4th, and arrived here the 10th inſtant. The French tranſports, the Lauriſton, laden with troops and military ſtores, was taken before the engagement; the remainder, with their fleet, proceeded to Porto Novo, where we learn from one of our ſeamen who ſeized one of their boats and eſcaped to this place, they have landed their troops, amounting to 3000 men.—Tippoo Saib, with a conſiderable part of Hyder's army, lately attacked and entirely defeated our army in the Tanjore country, under the command of Colonel Braithwaite, who, with 19 officers, fell into his hands. He is ſtill encamped near the field of battle; and, as we have now no force in that country capable of making head againſt him, we think it probable he may attempt the ſiege either of Tanjore or Trichinopoly, in conjunction with the French.

Our army under Sir Eyre Coote, you have already ſeen, is unable to move for want of the means of carrying proviſions; beſide, as we are in daily expectation of a reinforcement from England by the June fleet, it would, at all events, be prudent to wait its arrival before we attack Hyder and the French united.

We have given you, Sir, in the foregoing lines, an unexaggerated account of the ſtate of the Company's affairs on this coaſt. The abſtract is this: The enemy, before in poſſeſſion the greateſt part of the Carnatic, is now joined by 3000 French troops; our army, not ſufficiently ſtrong to oppoſe their combined force, cannot move to the relief of any place they may attack; our own reſources are exhauſted, the expected ſupply from Bengal far inadequate to our wants, and, as our fleet is at preſent inferior to that of the enemy, the arrival even of thoſe ſupplies extremely precarious: To which may be added, that, ſhould the enemy preſerve a ſuperiority at ſea, we ſhould have reaſon to apprehend a famine in this ſettlement.

Such is our critical ſituation; and the concluſion we draw from it, and wiſh to impreſs upon your mind, is, that peace with the Marattas is abſolutely neceſſary; that no other event can afford us a probable hope of recovering our poſſeſſions in the Carnatic, or keeping the few that ſtill remain to us; in a word, that without it we may ſhortly be reduced to the laſt ſtage of danger and diſtreſs.

We have judged it our indiſpenſable duty to make this declaration to the Governor General and Council of Bengal, and we make the ſame to you, perſuaded that a repreſentation of the Company's affairs here, will lead you to exert all your powers to the utmoſt latitude of your inſtructions, in order to conclude a peace with the Marattas. We conſider ſuch a meaſure to be moſt probably deciſive of the future intereſts of Great Britain in the Carnatic.

We have the honour to be,

Sir,

Your moſt obedient humble ſervants,

Fort St. George,
15th March 1782.

(Signed) MACARTNEY, &c. Select Committee.

Letters and Papers relative to Preſents received by WARREN HASTINGS, Eſquire.

COPY of a Letter from the Governor General to the Court of Directors.

To the Honourable the Court of Directors of the Honourable United Eaſt India Company.

Fort William, 29th November, 1780.

Honourable Sirs,

YOU will be informed, by our conſultations of the 29th of June, of a very unuſual tender which was made by me to the Board on that day, for the purpoſe of indemnifying the Company for the extraordinary expence which might be incurred by ſupplying the detachment under the command of Major Camac, in the invaſion of the Marratta dominions which lay beyond the diſtrict of Gohed, and drawing the attention of Mahdajee Scindia, to whom that country immediately appertained, from General Goddard; while he was employed in the reduction of Baſſein, and in ſecuring the conqueſts made by your arms in Guzerat.—I was deſirous to remove the only objection which has been or could oſtenſibly be made to the meaſure, which I had very much at heart, as may be eaſily conceived from the means I took to effect it. For the reaſons at large which induced me to propoſe the diverſion, it will be ſufficient to refer to my minute, recommending it, and the Letters received from General Goddard, near the ſame period of time. The ſubject is now become obſolete, and all the fair hopes which I had built upon the proſecution of the Maratta War, or its termination in a ſpeedy, honorable, and advantageous peace, have been blaſted by the dreadful calamities which have befallen your arms, in the dependancies of your Preſidency of Fort St. George; and changed the object of our purſuit, from the aggrandizement of your power to its preſervation. My preſent reaſons for reverting to my own conduct on the occaſion which I have mentioned, is to obviate the falſe concluſions, or purpoſed miſrepreſentations, which may be made of it, either as an artifice of oſtentation, or as the effect of corrupt influence, by aſſuring you, that the money, *by whatever means it came into your poſſeſſion*, was not my own; that I had myſelf no right to it, nor would or could have received it, but for the occaſion which prompted me to avail myſelf of the accidental means which were at that inſtant afforded me, of accepting and converting it to the property and uſe of the Company: And with this brief apology I ſhall diſmiſs the ſubject.

Something of affinity to this anecdote may appear in the firſt aſpect of *another* tranſaction, which I ſhall proceed to relate, and of which it is more immediately my duty to inform you:—You will have been adviſed, by repeated addreſſes of this Government of the arrival of an army at Cuttac, under the command of Chimnajee Booſla, the ſecond ſon of Moodajee Booſla, the Rajah of Berar.

The origin and deſtination of this force have been largely explained and detailed in the correſpondence of the Government of Berar, and in various parts of our conſultations. The minute relation of theſe wou'd exceed the bounds of a letter; I ſhall therefore confine myſelf to the principal fact:—About the middle of the laſt year, a plan of confederacy was formed by the Nobob Nizam

Nizam Ally Cawn, by which it was propoſed, that while the army of the Marattas, under the command of Mahdajee Sindia and Tuckoojee Holkar, was employed to check the operation of General Goddard in the Weſt of India, Hyder Ally Cawn ſhould invade the Carnatic; Moodajee Booſlaw, the Provinces of Bengal; and he himſelf the Sircars of Rajamundry and Chicacole.

The Government of Berar was required to accept the part aſſigned it in this combination; and to march a large body of troops immediately into Bengal. To enforce the requeſt on the part of the ruling Member of the Marratta ſtate, menaces of inſtant hoſtility, by the combined forces were added, by Mahdajee Sindia, Tuckoojee Hoolkar, and Nizam Ally Cawn, in letters written by them to Moodajee Booſla, on the occaſion. He was not in a ſtate to ſuſtain the brunt of ſo formidable a league; and oſtenſibly yielded Such at leaſt was the turn which he gave to his acquieſcence in his letters to me; and his ſubſequent conduct has juſtified his profeſſions. I was early and progreſſively acquainted by him with the requiſition, and with the meaſures which were intended to be taken, and which were taken by him upon it. The army profeſſedly deſtined for Bengal marched on the Duſſerra of the laſt year, correſponding with the 7th of October. Inſtead of taking the direct courſe to Behar, which has been preſcribed, it proceeded by ſtudied delays, to Cuttac, where it arrived late in May laſt, having performed a practicable journey of three months in ſeven; and concluded it at the inſtant commencement of the rains, which of courſe would preclude its operations and afford the Governmnt of Berar a further interval of five months to provide for the part which it would then be compelled to chuſe. In the mean time letters were continually written, by the Rajah and his Miniſter, to this Government, explanatory of their ſituation and motives; propoſing their mediation and guarantee for a peace and alliance with the Peſhwa; and profeſſing, without ſolicitation on our part, the moſt friendly diſpoſition towards us, and the moſt determined reſolution to maintain it.

Conformable to theſe aſſurances, and the acceptance of a propoſal made by Moodajee Booſla, to depute his Miniſter to Bengal, for the purpoſe of negociating and concluding the propoſed Treaty of Peace, application had been made to the Peſhwa, for credentials to the ſame effect.—In the mean time the fatal news arrived of the defeat of your army at Conjeveram. It now became neceſſary that every other object ſhould give place, or be made ſubſervient, to the preſervation of the Carnatic; nor would the meaſures requiſite for that end admit an inſtant delay. Peace with the Marrattas was the firſt object; to conciliate their alliance, and that of every other power in natural enmity with Hyder Ally, the next.—Inſtant meaſures were taken (as our general advices will inform you) to ſecure both theſe points, and to employ the Government of Berar as the channel and inſtrument of accompliſhing them. Its army ſtill lay on our borders and in diſtreſs for a long arrear of pay; not leſs occaſioned by a want of pecuniary funds, than a ſtoppage of communication. An application had been made to us for a ſupply of money; and the ſum ſpecified for the complete relief of the army was ſixteen lacks. We had neither money to ſpare, nor, in the apparent ſtate of that Government in its relation to ours, would it have been either prudent, or conſiſtent with our public credit, to have afforded it. It was, nevertheleſs, my decided opinion, that ſome aid ſhould be given; not leſs as a neceſſary relief, that as an indication of confidence, and a return for the many inſtances of ſubſtancial kindneſs which we had, within the courſe of the laſt two years, experienced from the Government of Berar. I had an aſſurance that ſuch a propoſal would receive the acquieſcence of the board; but I knew that it would not paſs without oppoſition, and it would have become public, which might have defeated its purpoſe. Convinced of the neceſſity of the expedient, and aſſured of the ſincerity of the Government of Berar, from evidences of ſtronger proof to me than I could make them appear to the other members of the Board, I reſolved to adopt it, and take the entire reſponſibility of it upon myſelf. In this mode, a leſs conſiderable ſum would ſuffice: I accordingly cauſed three lacks of rupees to be delivered to the Miniſter of the Rajah of Berar reſident in Calcutta: He has tranſmitted it to Cuttac.—Two thirds of this ſum I have raiſed by my own credit, and ſhall charge it in my official accounts: The other third I have ſupplied from the caſh in my hands, belonging to the Honourable Company. I have given due notice to Moodajee Booſla of this tranſaction, and explained it to have been a private act of my own unknown to the other Members of the Council. I have given him expectations of the remainder of the amount required for the arrears of his army, proportioned to the extent to which he may put it in my power to propoſe it as a public gratuity, by his effectual orders for the recall of theſe troops, or for the junction with ours.

I hope

I hope I ſhall receive your approbation of what I have done for your ſervice, and your indulgence for the length of this narrative, which I could not comprize within a narrower Compaſs.

I have the honour to be, with the greateſt reſpect,

Honourable Sirs,

Your moſt obedient, and

moſt humble ſervant,

WARREN HASTINGS.

To the Honourable the Secret Committee of the Honourable Court of Directors.

Patna, 20th January 1782.

Honourable Sirs,

While the Nabob Vizier was at Chunar, an offer of a very conſiderable ſum of money was made to me, both on his part and that of his miniſters, as a preſent to myſelf: I accepted it without heſitation, and gladly, being entirely deſtitute both of means and credit, whether for your ſervice or the relief of my own neceſſities. This donation was not made in ſpecie, but in bills, which have been in part only and tardily realized, being drawn on the houſe of Gopaul Dois, who was at the time a priſoner in the hands of Cheit Sing. The remainder is in courſe of payment, and I make no doubt of its being paid. What I have received has been laid out on the public ſervice; the reſt ſhall be applied to the ſame account: the nominal ſum is ten lacks of rupees, of the currency of Oude. As ſoon as the whole is completed, I will tranſmit to you a faithful account of it, reſigning the diſpoſal of it entirely to the pleaſure of your Honourable Court: if you ſhall adjudge the depoſit to me, I ſhall conſider it as the moſt honourable approbation and reward of my labour; and I wiſh to owe my fortune to your bounty.

I am now in the 50th year of my life. I have paſſed thirty-one years in the ſervice of the Company, and the greateſt part of that time in employments of the higheſt truſt. My conſcience allows me boldly to claim the merit of zeal and integrity; nor has fortune been unpropitious to their exertions. To theſe qualities I bound my pretenſions. I ſhall not repine if you deem otherwiſe of my ſervices; nor ought your deciſion, however it may diſappoint my hope of a retreat adequate to the conſequence and elevation of the office which I now poſſeſs, to leſſen my gratitude for having been ſo long permitted to hold it; ſince it has at leaſt enabled me to lay up a proviſion, with which I can be contented in a more humble ſtation.

I have the honour to be,

Honourable Sirs,

Your moſt faithful, moſt obedient

and moſt humble ſervant,

WARREN HASTINGS.

EXTRACT

EXTRACT of the Company's General Letter to Bengal; dated the 15th January 1783.

Par. 54. We have received a letter from our Governor General, dated Patna 20th January 1782, repreſenting, that while the Nabob Vizier was at Chunar, an offer of a very conſiderable ſum of money was made to him, both on the part of the Nabob and on that of his miniſters, as a preſent, which he accepted without helitation, being entirely deſtitute both of means and credit, whether for our ſervice, or the relief of his own neceſſities; the nominal ſum ſaid to be received, and in courſe of payment, amounts, as the Governor General informs us, to ten lacks of rupees of the currency of Oude. It is further ſtated, that what has been already received has been laid out on the public ſervice, and that the reſt is to be applied to the ſame account; and that as ſoon as the whole is completed, he will tranſmit to us a faithful account thereof.

55. The Governor General has ſubmitted to our conſideration, whether we will adjudge this depoſit to him; but as the Act of Parliament, by which the Governor General and Council were appointed, directs, "That the ſalaries to be allowed to the ſaid Governor "General and Council, as therein mentioned, ſhall be in lieu of all fees of office, perquiſites, "emoluments, and advantages whatever; and that no fees of office, perquiſites, emoluments, "or advantages whatſoever, ſhall be accepted, received, or taken by ſuch Governor General "and Council, or any of them, in any manner, or on any account or pretence whatſoever:" And the ſame Act further directs, "That no Governor General, or any of the Council, ſhall "directly or indirectly accept, receive, or take, of or from any perſon or perſons, in any "manner, or on any account whatſoever, any preſent, gift, donation, gratuity, or reward:" We cannot, were we ſo inclined, decree the amount of this preſent to the Governor General. And as it is further enacted, "That any ſuch preſent, gift, gratuity, donation, or reward, "accepted, taken, or received, ſhall be deemed and conſtrued to have been received to and "for the ſole uſe of the Company;" we approve of the intentions of the Governor General to appropriate the whole of this ſum to the public ſervice, and direct that he do ſtrictly abide by the Act of Parliament in this caſe made and provided.

To the Honourable the Secret Committee of the Honourable Court of Directors.

Fort William, 22d May 1782.

Honourable Sirs,

In a letter which I have had the honour to addreſs you in duplicate, and of which a triplicate accompanies this, dated 20th January 1782, I informed you that I had received the offer of a ſum of money from the Nabob Vizier and his miniſters, to the nominal amount of ten lacks of Lucknow Siccas; and that bills on the houſe of Gopaul Doſs had been actually given me for the amount, which I had accepted for the uſe of the Honourable Company; and I promiſed to account with you for the ſame as ſoon it ſhould be in my power, after the whole ſum had come into my poſſeſſion. This promiſe I now perform; and, deeming it conſiſtent with the ſpirit of it, I have added ſuch other ſums as have been occaſionally converted to the Company's property through my means, and in conſequence of the like deſtination. Of the ſecond of theſe you have been already adviſed, in a letter which I had the honour to addreſs the Honourable Court of Directors, dated 29th November 1780. Both this and the third article were paid immediately to the treaſury, by my order to the Sub-treaſurer to receive them on the Company's account, but never paſſed through my hands. The three ſums, for which bonds were granted, were in like manner paid to the Company's treaſury, without paſſing through my hands; but their appropriation was not ſpecified.

The ſum of 58,000 current rupees was received while I was on my journey to Benares, and applied as expreſſed in the account.

As to the manner in which theſe ſums have been expended, the reference which I have made of it, in the accompanying account, to the ſeveral accounts in which they are credited, renders any other ſpecification of it unneceſſary; beſides that thoſe accounts either have or will have received a much ſtronger authentication than any I could give to mine.

Why theſe ſums were taken by me; why they were, except the ſecond, quietly transferred to the Company's uſe; why bonds were taken for the firſt, and not for the reſt; might, were this matter to be expoſed to the view of the public, furniſh a variety of conjectures, to which it would be of little uſe to reply. Were your Honourable Court to queſtion me upon theſe points, I would anſwer, that the ſums were taken for the Company's benefit, at times in which the Company very much needed them; that I either choſe to conceal the firſt receipts from public curioſity, by receiving bonds for the amont; or poſſibly acted without any ſtudied deſign which my memory could at this diſtance of time verify; and that I did not think it worth my care to obſerve the ſame means with the reſt. I truſt, Honourable Sirs, to your breaſts for a candid interpretation of my actions, and aſſume the freedom to add, that I think myſelf, on ſuch a ſubject, and on ſuch an occaſion, entitled to it.

I have the honour to be,

Honourable Sirs,

Your moſt faithful, moſt obedient,

and moſt humble Servant,

WARREN HASTINGS.

An ACCOUNT

An ACCOUNT of Sums received on the Account of the Honourable Company, by the Governor General, or paid to their Treasury by his Order, and applied to their Service.

1780. October.	The following sums were paid into the Treasury, and bonds granted for the same, in the name of the Governor General, in whose possession the bonds remain, with a declaration upon each, endorsed and signed by him, that he has no claim on the Company for the amount either of principal or interest, no part of the latter having been received:		
	One bond, dated the 1st October 1780, No. 1539, 1,16,000 - -		
	One - 2 - - No. 1540, 1,16,000 - -		
	One - 23 November, No. 1354, 1,74,000 - -		
			4,06,000 - -
November.	Paid into the Treasury, and carried to the Governor General's credit in the 12th page of the Deposites Journal of 1780-81, mohrs of sorts which had been coined in the Mint, and produced, as per 358 and 359 pages of the Company's General Journal of 1780-81, gold mohrs 12,861 12 11, or Calcutta Siccas - -	2,05,788 14 9	
	Batta, 16 per cent. -	32,926 3 6	
			2,38,715 2 3
1781. 30 April.	Paid into the Treasury, and credited in the 637th page of the Company's General Journal, as money received from the Governor General, on account of Durbar charges - - Sicca Rupees	2,00,000 - -	
	Batta 16 per cent. -	32,000 - -	
			2,32,000 - -
August.	Received in cash, and employed in defraying my public disbursements, and credited in the Governor General's account of Durbar charges for April 1782 - -		58,000 -
	Produce of the sum mentioned in the Governor General's letter to the Honourable Secret Committee, dated 20th January 1782, and credited in the Governor General's account of Durbar charges for April 1782 - -		10,30,275 1 3
	Current Rupees -		19,64,990 3 6

Fort William,
22d May 1782.

(Errors excepted.)
WARREN HASTINGS.

I William Larkins do make oath, and say, that the letter and account to which this affidavit is affixed, were written by me, at the request of the Honourable Warren Hastings, Esquire, on the 22d May 1782, from rough drafts written by himself in my presence: that the cover of the letter was sealed up by him in my presence, and was then intended to have been transmitted to England by the Lively, when that vessel was first ordered for dispatch; and that it has remained closed until this day, when it was opened, for the express purpose of being accompanied by this affidavit.

Calcutta,
16th December 1782.

So help me God.
WILLIAM LARKINS.

Sworn this 16th day of December 1782, before me,
J. Hyde.

To the Honourable the Secret Committee of the Honourable Court of Directors.

Honourable Sirs, Fort William, 16th December 1782.

The diſpatch of the Lively having been protracted, by various cauſes, from time to time, the accompanying addreſs, which was originally deſigned and prepared for that diſpatch (no other conveyance ſince occurring) has of courſe been thus long detained. The delay is of no public conſequence; but it has produced a ſituation which, with reſpect to myſelf, I regard as unfortunate, becauſe it expoſes me to the meaneſt imputation, from the occaſion which the late parliamentary enquiries have ſince furniſhed, but which were unknown when my letter was written, and written in the neceſſary conſequence of a promiſe, made to that effect in a former letter to your Honourable Committee, dated 20th January laſt. However, to preclude the poſſibility of ſuch reflections from affecting me, I have deſired Mr. Larkins, who was privy to the whole tranſaction, to affix to the letter his affidavit of the date in which it was written. I own I feel moſt ſenſibly the mortification of being reduced to the neceſſity of uſing ſuch precautions to guard my reputation from diſhonour. If I had at any time, poſſeſſed that degree of confidence from my immediate employers, which they never withheld from the meaneſt of my predeceſſors, I ſhould have diſdained to uſe theſe attentions; How I have drawn on me a different treatment I know not; it is ſufficient that I have not merited it: And in the courſe of a ſervice of thirty-two years, and ten of theſe employed in maintaining the powers and diſcharging the duties of the firſt office of the Britiſh Government in India, that Honourable Court ought to know whether I poſſeſs the integrity and honour which are the firſt requiſites of ſuch a ſtation. If I wanted theſe, they have afforded me but too powerful incentives to ſuppreſs the information which I now convey to them through you; and to appropriate to my own uſe the ſums which I have already paſſed to their credit, by the unworthy, and, pardon me if I add dangerous, reflections which they have paſſed upon me, for the firſt communication of this kind; and your own experience will ſuggeſt to you, that there are perſons who would profit by ſuch a warning.

Upon the whole of theſe tranſactions, which to you, who are accuſtomed to view buſineſs in an official and regular light, may appear unprecedented, if not improper, I have but a few ſhort remarks to ſuggeſt to your conſideration.

If I appear in any unfavourable light by theſe tranſactions, I reſign the common and legal ſecurity of thoſe who commit crimes or errors. I am ready to anſwer every particular queſtion that may be put againſt myſelf, upon honour, or upon oath.

The ſources from which theſe reliefs to the public ſervice have come, would never have yielded them to the Company publicly; and the exigencies of your ſervice (exigencies created by the expoſition of your affairs, and faction in your councils) required thoſe ſupplies.

I could have concealed them, had I had a wrong motive, from yours and the public eye for ever; and I know that the difficulties to which a ſpirit of injuſtice may ſubject me, for my candour and avowal, are greater than any poſſible inconvenience that could have attended the concealment, except the diſſatisfaction of my own mind. Theſe difficulties are but a few of thoſe which I have ſuffered in your ſervice. The applauſe of my own breaſt is my ſureſt reward, and was the ſupport of my mind in meeting them: Your applauſe, and that of my country, are my next wiſh in life.

I have the honour to be,

Honourable Sirs,

Your moſt faithful, moſt obedient,

and moſt humble ſervant,

WARREN HASTINGS.

To

To the Honourable Court of Directors of the Honourable United East India Company.

Honourable Sirs, On the river Ganges, 21st February 1784.

Having had occaſion to diſburſe from my own caſh many ſums, for ſervices which, though required to enable me to execute the duties of my ſtation, I have hitherto omitted to enter in my public accounts, and my own fortune being unequal to ſo heavy a charge, I have reſolved to reimburſe myſelf in a mode the moſt ſuitable to the ſituation of your affairs, by charging the ſame on my Durbar accounts of the preſent year, and crediting them by a ſum privately received and appropriated to your ſervice in the ſame manner with other ſums received on account of the Honourable Company, and already carried to their account.

The particulars of theſe diſburſements are contained in the incloſed accounts, No 1, 2, 3, and 4, of which No 5 is the abſtract.

I ſhall ſubjoin a brief explanation of each.

The ſum of the account No 1 is the difference between the allowance of 300 rupees a month, which was the cuſtomary pay of the Governor's Military Secretary, and that which I allowed to Lieutenant Colonel Ironſide during the time that he acted in that capacity, on account of his ſuperior rank. It was referred to your Honourable Court in one of the general letters of the year 1773 or 4; but I preſume that it was overlooked in the preſſure of other more important matters which at that time occupied your attention.

No 2, and 3, are explained in the accounts themſelves.

No 4 conſiſts of three ſeveral kinds of charges, which I confeſs to have been unauthorized, but which I humbly conceive neither to be of a private nature, nor unworthy ſubjects of the bounty of a great and riſing ſtate. The firſt is inconſiderable, conſiſting chiefly in the ſubſiſtence of the Pundits, who were aſſembled in Calcutta, and employed during two years in compiling the code of Hindoo laws for your uſe. The ſum alloted to them was, as I recollect, one rupee per diem; a larger recompence was offered, but refuſed; nor would they receive this, but for their daily ſupport: They had indeed the promiſe of ſome public endowments for their colleges, which yet remain unperformed.—The ſecond, is the amount of ſundry monthly ſalaries paid to ſome of the moſt learned profeſſors of the Mahomedan law, for tranſlating, from the Arabic into the Perſian tongue, a compendium of their law, called the Hedaya, which is held in high eſtimation, and part of a more voluminous work, which I could not proſecute. Your Honourable Court is in poſſeſſion of a part of the Engliſh verſion of Heday, made by Mr. James Anderſon, and a ſubſequent part of the ſame work has been lately tranſlated by Mr. Hamilton. Theſe gentlemen are both engaged in the completion of it, and are both eminently qualified for it. It would exceed the due bounds of this letter, to expatiate on the utility of this work; yet I may be allowed to vindicate the expence of it by one ſummary argumens, which is, that while the Mahomedan law is allowed to be the ſtandard of the criminal juriſprudence of your dominion, under the controul and inſpection of your Engliſh ſervants, it ſeems indiſpenſably neceſſary that the Judges of the Courts ſhould have a more familiar guide for their proceeding than the books of the Arabic tongue, of which few have opportunities of attaining a competent knowledge; and as neceſſary that your ſervants ſhould poſſeſs the means of conſulting the principles on which thoſe judgments are founded, which, in their ultimate reſort, and extraordinary caſes, may fall within their immediate cognizance, and of the laws of which they are the protectors. The third charge, is that of an academy, inſtituted for the ſtudy of the differenent branches of the ſciences taught in the Mahomedan ſchools. After a trial of about two years, finding that it was likely to anſwer the end of its inſtitution, I recommended to the board, and obtained their conſent, to paſs the ſubſequent expence of the eſtabliſhment to the account of the company, and to erect a building for the purpoſe at my own immediate coſt, but for a Company's intereſt note granted me for the reimburſement of it. It is almoſt the only complete eſtabliſhment of the kind now exiſting in India, although they were once in univerſal uſe, and the decayed remains of theſe ſchools are yet to be ſeen in every capital town or city of Hindoſtan and Decan. It has contributed to extend the credit of the Engliſh name, and to ſoften the prejudicies excited by the

rapid growth of the Britiſh dominion; and it is a ſeminary of the moſt uſeful members of ſociety.

I humbly ſubmit the propriety of carrying theſe expences to your account, by the conſideration, that it was not poſſible for me to have been influenced, in incurring them, by any purpoſe of my own intereſt. Something, perhaps, may be attributed to the impulſe of pride, in the ſhare which I might hope to derive of a public benefaction; but certainly not to vanity or oſtentation, ſince I believe it to be generally conceived, that the whole expence, of which the greateſt part is yet my own, has been already defrayed from the treaſury of the Company.

I will candidly confeſs, that I firſt engaged, both in this and the preceding expence, I had no intention of carrying it to the account of the Company. Improvident for myſelf, zealous for the honour of my country, and the credit and intereſt of my employers, I ſeldom permitted my proſpects of futurity to enter into the view of my private concerns. In the undiſturbed exercise of the faculties which appertained to the active ſeaſon of my life, I confined all my regards to my public character, and reckoned on a fund of years to come for its duration. The infirmities of life have ſince ſucceeded, and I have lately received more than one ſevere warning to retire from a ſcene to which my bodily ſtrength is no longer equal, and threatens me with a correſponding decay in whatever powers of mind I once poſſeſſed, to diſcharge the laborious duties and hard viciſſitudes of my ſtation. With this change in my condition, I am compelled to depart from that liberal plan which I originally adopted, and to claim that juſtice, for you have forbid me to appeal to your generoſity, the diſcharge of a debt which I can, with the moſt ſcrupulous integrity, aver to be juſtly my due, and which I cannot ſuſtain.

If it ſhould be objected, that the allowance of theſe demands would furniſh a precedent for other of the like kind, I have to remark, that in their whole amount they are but the aggregate of a contingent account of twelve years; and if it were to become the practice of thoſe who have paſſed the prime of life in your ſervice, and filled, as I have filled it, the firſt office in your dominion, to glean from their paſt accounts all the articles of expence which their Inaccuracy or their indifference hath overlooked, your intereſts would ſuffer infinitely leſs by the precedent, than by a ſingle example of a life ſpent in the accumulation of crores for your benefit, and doomed in its cloſe to ſuffer the extremity of private want, and ſink in obſcurity.

I have thought it proper to complete the preſent ſubject, by the addition of a charge which I intended to have ſubmitted regularly to the board; but which, if divided at this time from the others might have admitted an unfair conſtruction. It is in the account N°. 6, and conſiſts of charges incurred for boats and budgerows provided by me, for my own uſe, on ſuch public occaſions as require my departure from the Preſidency on extraordinary ſervices.

My predeceſſors have always had an eſtabliſhment of this kind provided for them, and my ſucceſſor will have a proviſion devolve to him, ſuperior in convenience and in elegance to any that I have yet ſeen, and furniſhed with a coſt which would not be credited by any but thoſe who have ſeen the ſubjects of it.

I have the honour to be, with the greateſt reſpect,

Honourable Sirs,

Your moſt obedient and

moſt faithful ſervant,

WARREN HASTINGS.

EXTRACT

EXTRACT of General Letter from Bengal, dated 31 January 1785.

Par. 9. We have received a letter from the Governor General, copy of which we tranſmit you a number in the packet; wherein he delivers up and cancels, in the preſence of the board, the three Company's intereſt notes, alluded to in the extract of an account which accompanied his letter to your Honourable Secret Committe, dated 22 May 1782; amounting in all, principal and intereſt, to current Rupees 5,42,003. 8. 9. This ſum has, in conformity to the Governor Generl's deſire, been transferred from his credit upon your intereſt books, to the Company's; and thereby cauſes a reduction of the above ſum, in the amount of the bond debt of this Government.

10. The Governor General at the ſame time deſired, That the Sum of current rupees 2,38,715. 2. 3. which ſtood to his credit in the depoſit books, might be transferred to the Company's; being the amount of the ſecond article in the account above adverted to; which of courſe reduced the amount in that ſum of what appears due from the General Treaſury on account depoſits.

COPY of a Letter from Wm. Larkins, Eſquire, Accountant General in Bengal, to the Chairman of the East India Company, dated 5th Auguſt 1786.

DUPLICATE.

To William Devaynes, Eſquire, Chairman, or to the Chairman for the time being, of the Honourable the Court of Directors of the United Company of Merchants of England trading to the Eaſt Indies.

Sir,

Par. 1. In conformity to the directions which I had the the honour to receive by the Talbot, on the 28th April 1786, from my much-reſpected friend Mr. Haſtings, dated Cheltenham, 18th July 1785, I have the honour to tranſmit you copies of the papers, which I kept as memorandums of the particulars of the dates on which the ſums contained in Mr. Haſtings's account of 22d May 1782 were received.

2. Should it ever be required of me to authenticate the veracity of theſe copies, upon oath, I ſhall at all times be ready to afford that ſolemnity to the fidelity with which they have been made; but it cannot be expected that I ſhould at preſent, by voluntarily makng this ſerious appeal to the Omniſcient, incur the ſuſpicion of wantonly proſtituting ſuch ſolemn aſſurances with indifference; which is an idea that would moſt probably be encouraged by thoſe who were pleaſed to-inſinuate, in the eleveth report of the Select Committee of the Houſe of Commons, that becauſe there were other modes, by which the neceſſity of that which I did take on the 16th December 1782, which accompanied Mr. Haſtings's letter of that date, might have been precluded, yet, as theſe were not taken, my affidavit merited little credit, in the eſtimation of mankind.—And, that the Juſtice of this inſinuation may no longer be inferred, from my not having explained the circumſtances which, as I thought, rendered that affidavit neceſſary, I ſhall now ſtate them with the utmoſt fidelity.

3. Mr. Haſtings returned from Benares to Calcutta on the 5th February 1782: At that time I was wholly ignorant of the letter which, on th 20th January, he wrote from Patna, to the Secret Committee of the Honourable Court of Directors: the rough draft of this letter, in the hand writing of Major Palmer, is now in my poſſeſſion. Soon after his arrival at the Preſidency, he requeſted me to form the account of his receipts and diſburſements, which you will find journalized in the 280th, &c. and 307th pages of the Honourable Company's general books of the year 1781-2. My official ſituation, as Accountant General, had previouſly convinced me, that Mr. Haſtings could not have made the iſſues, which were acknowledged as received from him, by accounts of ſome paymaſters of the army, unleſs he had obtained ſome ſuch ſupply as that which he afterwards, viz. on the 22d May 1782, made known to me; when I immediately ſuggeſted to him the neceſſity of his tranſmitting that account which accompanied his letter of that date; till when, the promiſe contained in his letter of 20th January had entirely eſcaped his recollection.—The particulars of the paper N° 1 were read over to me, from a Bengal paper, by his Banyan Cauntoo Baboo; and, if I am not miſtaken, the three firſt lines of that N° 2, were read over to me, from a Perſian manuſcript by his Moonſhy. The tranſlation of theſe particulars, made by me, was, as I verily believe, the firſt complete memorandum that he ever poſſeſſed of them, in the Engliſh language; and I am confident, that if I had not ſuggeſted to him the neceſſity of his taking this precaution, he would, at this moment, have been unable to have afforded any ſuch information concerning them.

4. The rough draft of this letter and account having been made by Mr. Haſtings, in my preſence at his garden houſe at Alleypore, I wrote the fair copies of them. After theſe were ſigned by him, they were put into a cover, directed by me, which he ſealed up.—I then took the letter with me into town, for the purpoſe of being delivered to the ſecretary, when the cloſe of the Lively's packet might be near at hand, not deeming it eligible to deliver it before, as I had known inſtances of letters that were delivered to the ſecretaries any length of time before the departure of a packet, eſcape their recollection at the cloſe thereof.

5. On the 21ſt Auguſt 1782, I was taken alarminlgy ill, and when I was ſufficiently recovered to be put in a budgerow for the change of air, apprehenſive that the packet might be cloſed ere I returned to the Preſidency, I ſent the letter by my Jemmautder, with a verbal meſſage to Mr. Secretary Auriol, requeſting that he would take care that it was put into the Lively's packet; but Mr. Auriol not knowing it was a letter from the Governor General, declined taking charge of it for this purpoſe, alledging that it was repugnant to the ſtanding regulation of the ſervice, for any ſervant to correſpond with the Court of Directors, but through the Governor General and Council. I was at this time unable to write, and not having then any perſon about me, who could have wrote what I dictated, I ſent the letter by my Jemmautdar to Mr. George Neſbitt Thompſon, Mr. Haſtings's private ſecretary, with the ſame requeſt as that by which it had been tendered to Mr. Auriol; I returned to Calcutta the the 13th December 1782, and immediately ſuggeſted to Mr. Haſting the neceſſity of his accompanying this letter with the affidavivit which I took before Mr Juſtice Hyde, and a letter explanatory of the the apprehenſions which ſuggeſted this precaution.

6. Upon referring to the liſt of packet ſent by the Reſolution, it will be found to have been dated on the 9th May 1782: And although the public department proceedings of the 30th May will be found to ſtate, that the commander reported, in a letter dated 26th of that month, that his diſpatches had been delivered to him, that he could not proceed to ſea until he had re placed the anchors and cables which he had loſt, there will not, I believe, be found any letter or paper, tranſmitted either to the Honourable Court, or to their Secretary, either by the Governor General and Council, or by either of their Secretaries, of a later date than that of 9th May 1782, when I had not been made acquainted with the tranſaction alluded to in Mr. Haſtings's letter of 20th January 1782: And although the ſtatement of 22d May 1782 might have been deemed in 1783 "a new diſcovery," yet it will appear, that the ſecond article of it had been communicated to the Secret Committe of the Honourable Court of Directors on 29th November 1780, and that the laſt article of that ſtatement had been reported to them on 24th January 1782. The firſt of theſe dates will, I believe, be found prior to the inſtitution of any parliamentary enquiry into the tranſactions of the Governor General and Council, and the laſt of them will alſo be found to be prior to any reſolutions of the Houſe of Commons that were paſſed, which affected Mr. Haſtings; and it cannot require an argument to prove, that it was not poſſible for him to have known in Bengal, what had not paſſed in England a month, when I recommended the formation of that account and letter which were wrote on 22d May 1782, when we had every reaſon to ſuppoſe that the Reſolution had taken her departure; but had it been known that there was an opportunity

portunity of writing by her, yet, as that ſhip was ſo badly manned, ſhe was not unlikely, at ſo unfavourable a ſeaſon of the year, to make any other than a very tedious paſſage; and as we were then in daily expectation of the Maratta treaty arriving from Mr. Anderſon, when it was intended to diſpatch a packet to England, I certainly ſhould have not adviſed Mr. Haſtings to tranſmit any ſuch papers by her, unleſs I could have foreſeen that neceſſity, which did not occur until after the reſolutions of the Houſe of Commons of 15th April 1782 had become known in Bengal, when the affidavit became neceſſary; but which could not have been the caſe, had the letter of 22d May 1782 been previouſly tranſmitted, either by the reſolution or by any other conveyance; ſince it could not have been required to prove, what had already been eſtabliſhed.

7. While Mr. Haſtings filled the ſtation of Governor General, I had too much reaſon to apprehend that any explanation which I could have given of theſe circumſtances, whatever might have been the ſolemnity of the aſſurances under which they could have been given, would have been attributed to the moſt abandoned, as well as the moſt ſelfiſh motives; and it is only upon the confidence which I deem myſelf entitled to place upon the eſtimation in which my character has hitherto been held, during the fourteen years that I have had the honour to ſerve the Honourable Company, nine of which have been paſſed in executing the duties of one of the moſt important offices under this Government, that I can venture to incur the ſuſpicion of having ſacrificed the duty which I owe to my honourable employers, and to my own characters, to motives of gratitude for one who was my patron, by attempting to refute the implicated reflections that affect my character, in the fifth page of the eleventh report of the Select Committee of the Houſe of Commons.

8. I ſhall now proceed to ſtate the explanations which are required to elucidate the correſpondence between the papers No 1 and 2, which accompany this addreſs, and Mr. Haſtings's account of 22d May 1782.

9. Although the two firſt ſtated ſums are, in the paper marked No 1, aſſerted to have been paid to Mr. Croftes in 18th and 19th Aſſin 1187, which correſponds with the 1ſt and 2d November 1780; yet the copy of the Bengal running treaſury account, which is now in England, will not be found to contain any ſuch ſums as received from Mr. Haſtings under theſe dates, becauſe theſe together with another ſum of ſicca rupees one lack, which were taken from his own caſh at that time, made up the firſt ſupply that was ſent to the Maratta army under Chimnajee Booſla, which the ſub-treaſurer could not bring to account, until he was authorized by an expreſs order of Council upon the treaſury for that purpoſe, which was not granted until 5th January 1781; after which, viz. on 15th of that month, the head of ſecret ſervice was debited for the amount of that ſupply, and the head of money borrowed at intereſt 1780 credited for theſe ſums, for which the bonds No 1539, dated 1ſt October 1780, and No 1540, dated 2d October 1780, each for the ſum of current rupees 1,16,000, or ſiccas one lack, were granted. The remainder of that amount was carried to the credit of the head of four per cent. remittance loan; Mr. Haſtings having taken a bond, No 89, which has been ſince completely liquidated conformable to the terms of that loan.

10. The third ſum contained in Mr. Haſting's account, for which the bond No 1354, dated 23d November 1780, for current rupees 1,74,000, or ſiccas 1,50,000, was granted, was for the payment ſtated in the paper, No 1, to have been made to Mr. Croftes on 11th Augun 1187, which correſponds with 23d November 1780.

11. The fourth ſum ſtated in Mr. Haſtings's account was the produce of ſundry payments made to me by Sadamund, Cheyte Sing's Buxey, who either brought or ſent the gold mohurs to my houſe, from whence they were taken by me to Mr. Croftes's, either on the ſame night or early in the morning after; they were made at different times, and I well remember that the ſame people never came twice.

12. On 21ſt June 1780 Mr. Haſtings ſent for me, and deſired that I would take charge of a preſent that had been offered to him by Cheyte Sing's Buxeys under the plea of atoning for the oppoſition which he had made towards the payment of the extra ſubſidy for defraying part of the expences of the war; but really in the hope of its inducing Mr. Haſtings to give up that claim, with which view the preſent had firſt been offered. Mr. Haſtings declared, that although he would not take this for his own uſe, he would apply it to that of the Company, in removing

Mr. Francis's objections to the want of a fund for defraying the extra expences of Colonel Camac's detachment.

13. On my return to the office, I wrote down the ſubſtance of what Mr. Haſtings had ſaid to me, and requeſted Mr. James Miller, my deputy, to ſeal it up with his own ſeal, and write upon it that he had then done ſo at my requeſt. He was no further informed of my motive for this, than merely that it contained the ſubſtance of a converſation which had paſſed between me and another gentleman, which, in caſe that converſation ſhould hereafter become the ſubject of enquiry, I wiſhed to be able to adduce the memorandum then made of it, in corroboration of my own teſtimony; and, although that paper has remained unopened to this hour and notwithſtanding that I kept no memorandum whatever of the ſubſtance thereof, yet, as I have wrote this repreſentation under the moſt ſcupulous adherence to what I conceive to be truth, ſhould it ever become neceſſary to refer to this paper, I am confident that it will not be found to differ materially from the ſubſtance of this repreſentation.

14. As this preſent paſſed through my hands, called upon as I was by the perſon for whom it was deſtined, and who requeſted me to receive it for the purpoſe of being applied to the Honourable Company's uſe, I conceived it was incumbent upon me to relate circumſtantially the part which I had taken in the tranſaction.

15. The fifth ſum mentioned in Mr. Haſtings's account, is the amount of the payments ſtated by the paper N° 1 to have been made to Mr. Croſtes on 15 and 16 Byſack 1188, and will be found credited for, in the copy of the Bengal running treaſury account, now in England, under 26th April 1781, which correſponds with 16 Biſack 1188; and, as it will be found to have been moſtly made in ſilver, it muſt have taken up more than one day to count, as the ſoucars at the treaſury ſeldom can count more than one lack of ſicca rupees in one day; of courſe the whole payment was brought to account on the date on which it was completely made.

16. The ſixth ſum ſtated in Mr. Haſtings's account appears, by the paper No. 2, to have been received of Nundoolol. and may, I ſhould ſuppoſe, be conſidered as a part of the balance of the Peſhcuſh of Dinagepore, which is ſtated, in the paper N° 1, at Siccas 1,00,000, which would conſequently become reduced to 50,000—but this was an alteration which I did not chuſe to make, that I might be enabled at all times to ſwear that theſe papers have continued in their original ſtate.

17. The dates on which this payment was made to Mr. Haſtings, as well as thoſe made in part of the produce of the preſents enumerated in the paper N° 2, are ſtated the ſame in the 280th and 281ſt pages of the Honourable Company's general journal of 1781-2, as they are brought to account in Mr. Haſtings's private books; but as neither of the other ſums paſſed through his hands, theſe contained no ſuch ſpecification, and conſequently could not enable him to afford the information with which he has requeſted me to furniſh you; and it is more than probable, that if the affidavit which I took on the 16th December 1782, had not expoſed my character to the ſuſpicion of my being capable of committing one of the baſeſt treſpaſſes upon the confidence of mankind, I ſhould, at this diſtance of time, have been equally unable to have complied with this requeſt; but after I became acquainted with the inſinuation ſuggeſted in the eleventh report of the Select Committee of the Houſe of Commons, I thought it but too probable, that, unleſs I were poſſeſſed of the original memorandums which I had made of theſe tranſactions at the time when I became acquainted with them, I might at ſome diſtant period be unable to prove that I had not deſcended to commit ſo baſe an action. I have, therefore, always moſt carefully preſerved every paper which I poſſeſſed regarding theſe tranſactions.

18. Although Mr. Haſtings was extremely diſſatisfied with the excuſe which Gunga Govind Sing aſſigned for not paying Mr. Croftes the ſums ſtated by the paper N° 1 to be in his charge, he never could obtain from him any further payments on this account.

19. Conſcious that the concern which I have had in theſe tranſactions needs neither an apology nor an excuſe, and that I have in no action of my life ſacrificed the duty of fidelity which I owed to my honourable employers, either to the regard which I felt for another, or to the advancent of my own fortune, I ſhall conclude this addreſs, firmly relying upon the candour of thoſe before whom it may be ſubmitted, for its being deemed a ſatisfactory as well a circumſtantial compliance with the requiſition in conformity to which the information it affords has been furniſhed, without which it would have been as baſe as diſhonourable for me ſpontaneouſly to have

afforded

afforded it; for though the duty which every man owes to himſelf ſhould render him incapable of making an aſſertion not ſtrictly true, no man actuated either by virtuous or honourable ſentiments could miſtakenly apprehend, that unleſs he betrayed the confidence repoſed in him by another, he might be deemed deficient in fidelity to his employers.

I have the honour to be, with the utmoſt reſpect,

Sir,

Your moſt obedient

Humble ſervant,

(Signed) WM LARKINS.

Calcutta,
5th Auguſt 1786.

AN ACCOUNT

OF THE

ARREARS due to the Army in Bengal and in Oude, on the 1ſt December 1781; and alſo of the Arrears due to Colonel MUIR's Detachment to the Bengal Army acting under General GODDARD in Guzzerat; and to the Bengal Detachment ſerving under the Command of Colonel PEARSE in the Carnatic.

THE arrears due to the corps of the army ſerving in Bengal at this period cannot be aſcertained.

The arrears due to the corps ſerving in Oude will appear by the following extracts.

EXTRACT of a Letter from Mr. Johnſon to the Governor General.

"Your letter of the 24th is juſt arrived, ordering the temporary brigade to be again put on the Vizier's liſt, which the late treaty had juſt eaſed him of. Nothing leſs than blows can effect this; for he is not even able to pay off the arrears ſtill due to it for the laſt year, which, with 2½ months ſtipulated by the treaty, amount to nine lacks. By Mr. Day's ſtatement, upwards of 12 lacks have been paid to Mr. Wombwell, beſides remittances made to the 2d brigade and Colonel Muir, and ſcarce ſix lacks have yet been collected. A hard ſtrain of private credit alone has made theſe large extra payments; and total ruin muſt inevitably be the conſequence of any interruption in the recovery of the money advanced. However, this is merely a private conſideration, and therefore cannot weigh in public meaſures; but in a public light, the troops being all in arrears, and no poſſibility of preſent payment, ſo large a body aſſembled here, without any means in hand to check or controul them, and nothing but diſorder could follow.

"As one proof that the Naboh is as badly off for funds as we are, I may inform you, that his cavalry roſe this day upon him, and went all armed to the palace, to demand from 13 to 18 months arrears due to them."

EXTRACT

EXTRACT of a Letter from Mr. Nathaniel Middleton to the Governor General.

" The current diſburſements of the 2d brigade have not been made good, and the arrears due from the Nabob to the late temporary brigade and cavalry, agreeably to ſtipulation, have not yet been liquidated."

EXTRACT Incloſure in Mr. Middleton's Letter to the Governor General, dated 31ſt December 1781.

Liſt of Current Claims upon the Nabob for the Year 1189.

Balances due to the Paymaſters, as per their reſpective ſtatements for 1188	—		14,88,304
Two month's pay (as per ſtipulation) to Mr. Wombwell's office	—	—	3,00,000
Two and half month's pay to the temporary brigade and cavalry	—	—	7,50,000

EXTRACT of a Letter from Mr. Middleton to the Governor General.

" I have the pleaſure to inform you, that the 8th regiment, which I left to eſcort the treaſure from Fyzabad, arrived this day, and delivered its charge. Upon its arrival, I immediately diſpatched to Colonel Muir the ſum requiſite for the payment of the arrears due to his detachment. I am now forwarding to Colonels Morgan and Sir John Cummings the amount for which they have called upon me; after which I ſhall not loſe a moment in remitting the reſidue to the Preſidency.

Lucknow,
8th February 1782.

I have the honour to be,

&c. &c. &c.

(Signed) NATHL MIDDLETON,
Reſident at the Court of the Vizier."

EXTRACT of a Letter from Mr. Middleton to the Governor General.

Para. 1ſt. " Requires the execution of the ſeveral articles of the treaty, being five in number. The firſt has been fully effected, by the complete payment of all arrears, and the march of the temporary and cavalry brigades into the Provinces."

The arrears due to Colonel Muir's detachment, as far as accounts are received thereof, are included in the foregoing extracts.

The detachment under General Goddard, in Guzzerat, by his letter of the 23d December 1781, was then four months in arrear.

The arrears to the Bengal detachment in the Carnatic, to the 1ſt December 1781, amounted to pagodas 2,47,800.

East India Houſe,
19th March 1787.

WM WRIGHT,
Auditor of Indian Accounts.

AN

AN ACCOUNT

OF THE

Arrears, Civil and Military, due by the Presidencies of Bombay and Fort Saint George, on the 1st December 1781;

AND ALSO

The Amount of the Bonded or other Debts due at the same Period by each Presidency.

At Bombay.

The ARREARS due at this Period cannot be ascertained.

Bond Debt — —	Rupees	1,10,00,000
Deposits		60,000
Due the King of Travencore, for Pepper and sundry other debts, about		3,00,000
	Rupees	1,13,60,000

At Madras

By the letter from Sir Eyre Coote Bengal, dated 29th November 1781, arrears to the coast troops, in the army under him, amounted at that time to near time to near 4 lacks of pag.

In the letter from Madras to Bengal, of 4th January 1782, it is stated, that 20 lacks of rupees would be required to discharge the civil and military arrears of that Government, to the end of December 1781, or about. pagodas 5,00,000

Bond debt, interest included —	—	11,57,800
Deposits — —	—	4,200
	Pagodas	16,62,000

East-India House,
20th March 1787.

Wm. WRIGHT,
Auditor of India Accounts.

AN ACCOUNT

OF THE

Amount of the Bonded or other Debts due by the Government of Bengal, on the 1st December 1781; the Amount of Bills accepted and not paid, and of the Arrears due in the Civil, Revenue, or Commercial Department, at the same Period.

	Principal.	Intereſt.	Total.
	Crs	Crs	Crs
Bonded debt — — —	1,36,35,202	7,55,606	
Four per cent. remittance loan —	30,51,640	15,612	
Annuities — — —	1,06,730	12,076	
Total bonded debt —	1,67,93,572	7,83,294	1,75,76,866
Due on account deposits —	—	—	17,04,638
		CR	1,92,81,504

The amount of bills accepted and not paid (if any) and the arrears due in the civil, revenue, or commercial departments, at this date, cannot be ascertained.

East-India Houſe,

19th March 1787.

WM. WRIGHT,

Auditor of Indian Accounts.

Return

Return to the Order of the Honourable Houſe, dated 7th March 1787. relative to the Debt due to Gopaul Doſs.

INFORMATION ſubmitted to the Honourable Houſe of Commons, in Obedience to their Order, dated 7th March 1787, requiring to be laid before the Houſe,

" The Return to the Order made by the Governor General and Council, of the 15th " February 1785, relative to the Debt due to Gopaul Doſs, Banker of Benares."

THERE has been no direct return made to the order of the Governor General and Council of 15th February 1785, which ordered the Secretary to prepare, and lay before the Board, a ſtate of the tranſaction with reſpect to the debt incurred at Lucknow to Gopaul Doſs, ſhewing how the debt ſtood when Mr. Haſtings went to the upper Provinces, and how it ſtood at that time.

With reſpect to a ſtatement of the tranſaction, it is fully ſet forth by Mr. Briſtow, in three letters, dated 3d June, 14th October, and 10th December 1783, which are already before the Honourable Houſe. The accompanying extracts contain the Governor General and Council's narative of that tranſaction, ſubſequent to the 15th February 1785.

SAM. JOHNSON,

Eaſt India Houſe.
15th March 1787.

Ex. of Indian Correſp.

EXTRACT of Secret Letter from Bengal, dated 22d February 1785.

Para. 39. You have long ſince been informed of an agreement concluded by Mr. Briſtow, your late Reſident at Lucknow, with the houſe of Gopaul Doſs, for a loan of fifteen lacks of rupees, payable at the Preſidency, with a reduction of one per cent. per menſem in the intereſt, and four per cent. in the exchange.

40. It was ſtipulated in this agreement, that the ſurplus of the receipts at Lucknow, after defraying the diſburſements for the troops at Cawnpore and Futtyghurr, and the charges of the Preſidency, was to be appropriated to the re-payment of this loan. The Nabob was to be charged with the intereſt on it. Mr. Briſtow's letters of the 3d June, 14th October, and 10th December 1783, ſtate this tranſaction at large. They are recorded in our proceedings; and we beg leave to refer you to them alſo for the other entries on our conſultations upon this ſubject.

40. In

41. In conſequence of a minute delivered by Mr. Haſtings on the 28th of laſt month, the accountant at Lucknow has been directed to diſcharge the loan of Gopaul Doſs with the ten lacks of rupees that are to be received from the Vizier in the month of Jeyte (Jeyte commences on the 6th May, and ends with the 3d June) in lieu of remitting the ſame to the Preſidency and Surat; and with ſuch part of the kiſt of Bhaudun (commences with the 1ſt Auguſt, and ends with the 30th) as may be neceſſary for this purpoſe.

EXTRACT of Secret Letter from Bengal, dated 25th October 1785.

Par. 28. A miſtake having been unavoidably made, by the aſſiſtant to the Accountant at Lucknow, in delivering to the agent of Gopaul Doſs, at that place, the bills received from the Nabob Vizier for the month of Jeyte, or June, in part payment of his debt, inſtead of waiting for thoſe which were to be given in the month of Bhadoon, or September; it was ſtated to Gopaul Doſs's Agent at the Preſidency, who ſeeing the error, readily agreed to rectify it, and accordingly reſigned the bills. The bills for Bhadoon, which formed the moſt conſiderable part of the Vizier's payment in liquidation of the amount due from him to the company for the Fuſſullee year 1192, have been in conſequence delivered to Gopaul Doſs, to whom we have aſſigned them over; and we have the ſatisfaction to acquaint you, that the large claim of that Banker on the Company is now wholly or very nearly diſcharged.

29. The laſt payment from the Vizier, for 1192, conſiſted, as by agreement of Calcutta bills for ten lacks, and of bills on Surat for five lacks of rupees. The Calcutta Bills have been appropriated in the manner adviſed in the foregoing paragraph; and the bills on Surat have been remitted to the chief at that place, for the relief of your Preſidency of Bombay.

30. The Nabob Vizier has acquieſced in the claim which has been made on him for the amount paid to Major Gilpin and Lumſdaine, in lieu of contingencies, when on command in his dominions, as ſtated in our advices by the ſhips of laſt ſeaſon; but he has objected to the admiſſion of the loſs, which will appear in the accounts of the debt due to Gopaul Doſs, of Rs. 71, 910. 12. 7. in conſequence of the alteration made by your late Governor General in the Batta of Fyzabad 16 ſun ſicca rupees, and Lucknow ſiccas, as a charge againſt him; obſerving, that while the 16 ſun Fyzabad rupees were by aſſay worſe than every ſpecies, the batta of them, from the difference of aſſay, was paid to the Company at the rate of rupees 5. 9. 3, but that when Mr. Haſtings came there, and found the Lucknow ſiccas to be equal to Fyzabad 16 ſun ſiccas, he gave orders that they ſhould be taken at par; that the loſs therefore, ſhould not fall upon him, as he has paid, and ſtill continues to pay, the money to the Company at the rate of the Fyzabad 16 ſun ſicca rupees.

31. In c nſequence of this unexpected non-compliance on the part of his Excellency, the circumſtances have been fully ſtated to Colonel Harper, who has been directed to explain the juſtice of the claim to his Excellency's ſatisfaction, and to acquaint him, that we aſſure ourſelves of the acquieſcence of his demands of this nature, ſo properly and equitably founded.

EXTRACT of Secret and Political Letter from Bengal, dated 28th Auguſt 1786.

Para. 105. On the 29th of March laſt, a letter was addreſſed to us by Mr. John Briſtow, ſtating, that in the month of June 1783, when he was Reſident at the Court of the Nabob Vizier, he contracted a loan of ſeventeen lacks forty thouſand Lucknow ſicca hawley rupees, with the houſe of Gopaul Doſs, in behalf of the Company, and that the Board approved of the loan,

loan, and of the conditions on which it was contracted:—That the ſtipulations in the bond granted to Gopaul Doſs entitled him, after a proviſion had been made for the Company's neceſſary diſburſements in Owde, to all ſurplus receipts from the Nabob Vizier, until the whole of his debt ſhould be liquidated; that this agreement, ſo long as Mr. Briſtow continued Reſident, was ſtrictly adhered to, but not afterwards; and, that in May 1785, from the cauſes ſet forth by Mr. Briſtow, the amount of the debt to Gopaul Doſs, with intereſt on the balance, had accumulated to about eighteen lacks:—That Gopaul Doſs had, over and above this, rendered conſiderable aids to the adminiſtration at Bombay on every emergency that occurred:—And that the Company, on theſe ſeveral accounts, became indebted to him, in all, about three and twenty lacks of rupees. Mr. Briſtow further ſtated, that on a further repreſenatation made to us on behalf of Gopaul Doſs, we engaged, on the 12th of May 1785, to give him expected bills of exchange from Lucknow for ten lacks of rupees, on account the Kiſt of Bhadun, or September 1785, and an aſſignment on the revenue of Benares for about ſix lacks more; that bills for the ten lacks were accordingly, when they arrived, delivered to Monſweer Doſs, at Calcutta, the ſon and agent of Gopaul Doſs; that theſe became due on the 6th of January 1786, but that as no part had yet been paid, and it was well known that the houſe on which they were drawn, Lalla Butcherauze, had failed in the performance of its engagements, both with government and individuals, Gopaul Doſs ſolicited that we would receive back the bills, and grant him payment from the treaſury at Calcutta.

106. Mr. Briſtow acquainted us, that we were prompted to prefer this requeſt in behalf of Gopaul Doſs, from its being impoſſible that Gopaul Doſs could repoſe the leaſt confidence in any engagement of Lalla Butcherauze. He alſo repreſented, that means had been taken to intimidate Gopaul Doſs into a transfer of his claim on the company to the account of a private individual, Almaſs Ally Cawn.

107. Mr. Briſtow truſted, that the facts which he had brought forward in his letter, would carry conviction that Gopaul Doſs was juſtified in his repreſentations; that the long time for which the banker had remained out of the large ſums owing to him, together with private owtſtanding balances, incurred to a very conſiſterable amouet in the courſe of this extenſive tranſactions, none of which he could realize at the preſent juncture, had expoſed him to the utmoſt diſtreſs, and it was by great exertions of his credit, and occaſionally ſubmitting to heavy loſſes, that the houſe had hitherto been preſerved from bankruptcy.

208. Mr. Briſtow concluded by obſerving, that as a large balance would be then ſhortly applicable to the diſcharge of paper dated before the 25th September 1784, and as Gopaul Doſs's bond was prior to that date, he hoped we would take into conſideration the Banker's requeſt to be paid from our treaſury.

109. A letter addreſſed to us by the Accountant General, on the ſubject of Mr. Briſtow's repreſentation relative to Gopaul Doſs, is recorded in our proceediegs of 29 March.

110. Being apprehenſive that a compliance with Mr. Briſtow's requeſt, for immediate payment of the bills which are endorſed to us by Gopaul Doſs, payable by Buteherauze Doſs, would diſturb the confidence of our other creditors, we could not agree to appropriate the expected balance of the treaſury to the diſcharge of any other demands than thoſe which the order of the general regiſter preſcribed; but as we thought that Gopaul Doſs was entitled to look to us for payment, we reſolved that he ſhould be offered, either certificates bearing intereſt from the 6th January 86, at 8 per cent. per annum, payable in the order of the regiſter of that date, or that Tunkaws ſhould be granted upon the Lucknow treaſury, payable out of the firſt funds that might not be wanted for the payment of the troops, upon condition that Gopaul Doſs engaged to repay whatever could be proved to have been paid at Lucknow in diſcharge of the bills he took upon Butcherhauze Doſs.

111. We at the ſame time ordered, that the accountant at Lucknow, and Reſident at Benares, ſhould be required to return to us the bond which Mr. Briſtow gave to the houſe of Gopaul Doſs in June 1783. We alſo reſolved, that Colonel Harper ſhould inform the Vizier's Miniſter, that we conſidered the bills taken upon the houſe of Butcherauze Doſs as a fictitious diſcharge of the Nabob Vizier's debt, and therefore directed that his Excellency's account current ſhould be debited and charged for the amount. Colonel Harper was likewiſe informed, that we expected

the Vizier ſhould be charged with whatever expence of intereſt the Company might be put to by this diſappointment,

112. It appearing that Caſhmerry Mull was a partner in the houſe of Butcherauze Doſs, we thought it neceſſary to recommend to the Reſident at Benares, to be particularly careful in how far he engaged with the houſe of Caſhmerry Mull for future remittances to Calcutta,

113. An arzee was afterwards preſented to the Governor General, on the 4th of April, by Lalla Murawar Doſs, ſon and agent of Gopaul Doſs, reſpecting the modes held out to his option, as before receited, for the payment of the debt owing from the Company.

114. Monwur Doſs not approving of either of theſe modes, as they appeared to him, deſired that Gopaul Doſs might be paid from the funds which ſhould he realized at Lucknow; or he propoſed to conſent, in behalf of Gopaul Doſs, to confirm the engagement offered by Almas Ally Cawn, provided the board would iſſue their commands to Mr. Wombwell, directing him to inform Almas Ally Cawn, that we would ſee the conditions of that engagement performed, and in caſe of failure, Gopaul Doſs's claim would on the Company.

115. We agreed to the laſt propoſal, and ſent orders accordingly to the Accountant at Lucknow.

125. The Reſident at Benares, on receiving our inſtructions as adviſed in the 111th paragraph of this addreſs, called upon Gopaul Doſs, to return the original bond which Mr. Briſtow had given to his houſe in June 1783; but Gopaul Doſs poſitively refuſed to part with it at that time, urging, in juſtification of himſelf, a ſtrict obſervance of the forms of buſineſs only, and appealing to the conſideration of Government as to the ſituation he would be in, if he parted with the bond before the bills of exchange for ten lacks of rupees, granted on account thereof by the firm of Birraje and Caſhmerry Mull, upon their Gomaſtah at Calcutta, were firſt liquidated. Gopaul Doſs alſo obſerved, that he ſaw no period to which he could look with any certain hope of relief from that quarter, and therefore ſolicited to receive back the bills granted by that houſe in part liquidation of his bond, and to order his receipts to be reſtored for the ſame; he alſo urged, that for the remainder of the account, for which money had been received by him, he had regularly granted receipts for it, ſpecifying in the body of them, that ſuch ſums were received on account of the ſaid bond, and that he was willing to write the amount off the bond on reſtoration thereof.

Copy of Proceedings and Correſpondence relative to Muzuffer Jung, Nabob of Furruckabad.

EXTRACT of Bengal Secret Conſultations, the 5th February 1776.

READ a letter from Mr. Briſtow, as follows:

Honourable Sir, and Sirs,

Having enquired into the circumſtances of the detention of Sebkul Ulla, the Vaqueel of Muzzuffer Jung, I find it was certainly done by the Nabob Aſoph ul Dowlah's order. Sebkul Ulla

was

was releaſed before the Nabob left Lucknow, though I cannot hear to what part of the country he is gone. In order to give the Honourable Board a true Idea of Muzzuffer Jung's ſituation, and every thing that relates to him; I muſt fully explain the facts which have come to my knowledge.

In the latter part of the life of Ahmud Khan Bunguſh, the father of Muzzuffer Jung, his dominions were conquered from him by the Marattas, all to the diſtricts of Furruckabad, yielding a revenue of about 15 lacks of rupees a year, if well cultivated. On the power of the Marattas being reduced, the Doab fell into the hands of the late Vizier; and included in it was an extent of country that had, in Ahmud Khan Benguſh's time, been eſtimated at about 30 lacks per ann. The Vizier, on his entering the Doab, apprehend he might meet with oppoſition from Muzzuffer Jung; he therefore made a Treaty of Alliance to deſcend to their heirs reſpectively, wherein he promiſed to return the country, formerly belonging to Ahmud Cawn Bunguſh, whenever he ſhould have completely conquered the Doab. The Vizier being ſucceſsful, he never once thought of fulfilling his promiſe, which was only intended to amuſe Muzzuffer Jung. The Vizier had given or lent him two lacks of rupees as a mark of friendſhip. The Nabob Aſoph ul Dowlah, on his acceſſion, demanded the repayment of this ſum, as well as Nezana, which was complied with; and Monick Ram, and others, ſent as Sezawuls, at different times, to collect the money. Muzzuffer Jung, being an exceeding weak, timid prince, ſuffered every perſon with him, on the part of the Nabob, to commit violences, and make exactions in the country, and likewiſe to diſplace the old ſervants of the family, to make way for their needy dependants. He could not well help himſelf, as the commander of a battalion of Matchlockmen, Sheer Ally by name, ſtationed by the Nabob to protect him, was the firſt perſon to aid and abet theſe acts of oppreſſion. Meherbaan Cawn, a creature of ſome of the Nabob's countries, was placed in the ſole management of Muzzuffer Jung's affairs. He is charged with killing Bennyram, Myr Yar Ally, and twelve other perſons, to free himſelf from rivals as ſome ſay; but others, from their being acceſſary to an intrigue with one of the women of the late Ahmud Cawn Bengeſh. Merherbaa Cawn had by this event ſtruck ſo great a terror into the other perſons about Muzzuffer Jung, that he had no further oppoſition in his adminiſtration. He kept his maſter in intire ſubjection, withheld his ſeal from him, and affixed it at his pleaſure, to any papers without his ſanction; and under pretence of paying the ſtipulated ſum to the Nabob, he is accuſed of pecculating to a very conſiderable amount. The conſequence of this diſtracted Government was the reduction of the country to poverty and diſtreſs, and in this ſituation was Furruckabad when the Nabob arrived there.

His excellency had ſome time before intelligence of theſe circumſtances, but as his own authority did not in reality extend to this couutry, and their Ally had ſhewn great inattention to his orders, he deferred any enquiry until he ſhould march in perſon.—It was his deſign at firſt to diſpoſſeſs Muzzuffer Jung of all authority, and to grant him an annual ſtipend, or a jaghire: He did me the honour to aſk my advice upon the occaſion, though I differred from him, and recommended that he ſhould by no means do either; for as Muzzuffer Jung had not failed in his engagements, to diſpoſſeſs him without a cauſe would hurt his own character, and that he thus indiſcriminately confounded perſons who had oppoſed his authority with thoſe who had paid the greateſt attention to it.—I obſerved, it was practicable to preſerve Muzzuffer Jung's reputation, and place his affairs on a permanent footing, and at the ſame time reap an advantage himſelf.—I pointed out the line of his Excellency's taking upon himſelf the guarantee of Muzuffer Jung's country, and ſtationing a battalion of his troops conſtantly with him, and occaſionally any additional number that would be neceſſary for his protection;—in lieu of which Muzzuffer Jung ſhould have the entire government, and pay him ſuch an annual ſubſidy as might ſupport the troops, and hereafter obviate all cauſe of diſpute: The ſum I wiſhed to have ſettled was three lacks and a half a year, and the arrears account of the debt and nizeranna to be remitted. Murtehzah Cawn inſiſted upon other terms—four lacks and half annually, and the ſpecific ſum of one lack and a half for arrears to be paid this year, were at laſt agreed on. The country will in all probability yield nine or ten lacks, but, owing to the lateneſs of the ſeaſon that this ſettlement has taken place, the payments may probably fall conſiderably ſhort this year.

The treaty and ſeparate articles of agreement now entered into between the Nabob's Aſoph ul Dowlah and Muzzuffer Jung, I herewith forward copies of.—In regard to Sheer Ally, he was, on the Nabob's arrival at Furruckabad, put into confinement, to anſwer for his miſbehaviour. Meherbaan Cawn, and other perſons concerned in his adminiſtration, are given up to Muzzuffer Jung;

Jung; and Rehenut Cawn, a man of good character, is made Miniſter, though I underſtand Muzzuffer Jung's Mother will have great influence in the Government.

I ſhould have informed the Honourable Board of theſe circumſtances ſome days ago, but was prevented by my hoping to meet Sebkul Ulla.—In regard to Muzzuffer Jung's ſending another Vakeel, I preſſed him either to do this or write to the Governor General, he ſaid there was no neceſſity for a Vakeel, but he would write, which he has not yet done.—I have ſince we left Furruckabad repeated my requeſt on this ſubject, offering him paſſports, and every ſafeguard he might require for a Vakeel; when I receive his anſwer I ſhall adviſe the Honourable Board.

I mentioned the detention of Selkut-ulla, in converſation, to Murtelizeh Khan; he confeſſed it to have been done by the Nabob, who did not underſtand him to be Muzzuffer Jung's Vakeel, being without proper paſſports; and was conſidered to be going, with aſſumed authorities, to get Merebaan Khan ſupported. I entered no further into the ſubject, and ſhall wait the particular inſtructions of the Honourable Board.

I have the honour to be, &c.

(Signed) JOHN BRISTOW,

Reſident at the Court of the Nabob of Owde.

Camp, near Etawa,
January 21ſt, 1776.

ENCLOSURES in Mr. Briſtow's Letter to the Board, dated the 21ſt January 1776.

1. COPY of a Coulnama, under the Seals of the Nabob Aſoph ul Dowlah, Yahya Khan Bahadre Huzzebur Jung, and Delleer Himmut Khan Bahadre Muzzuffer Jung, dated the 3d of Zekaida, in the 17th Year of the Reign, or 1189th year of the Hegyra, anſwering to the 27th of December 1775.

Between the Nabob Aſoph ul Dowlah Yhya Khan Bahadre Huzzebur Jung, and the Nabob Delleer Himmu Khaan Bahadre Muzzuffer Jung, on the following terms, a coulnama, for their reſpective lives, is concluded.

The Nabob Aſoph ul Dowlah Behadre engages, that he will, in every inſtance, preſerve the honour and credit of the Nabob Muzzuffer Jung Behadre; and that he will aſſiſt the ſaid Nabob with any number of troops, which may at any time be neceſſary for the defence of his territories.

The Nabob Aſoph ul Dowlah Bahadre engages, that he will conſtantly keep one battalion of Sepoys at Furruckabad, for the protection and defence of the Nabob Muzzuffer Jung Behadre; and that whenever it is neceſſary for the regulation of the ſaid Nabob's country, on application from him, they ſhall march without delay or excuſe. The ſums which I have already taken from the Nabob Muzuffer Jung Behadre, on account of nuzzerannas, I have taken. In future, except the ſums which the Nabob Muzzuffer Jung Behadre engages to the payment of, in the following articles. I will, on no pretence, make any further demand on him; and all former bonds and coulnamas on both ſides are void, and ſhall be returned by each of the contracting parties.

The ſervants and dependants of the Nabob Muzzuffer Jung, who are in confinement with me, I deliver up to the ſaid Nabob. In future the Nabob Muzzuffer Jung Behadre is maſter of his own ſervants and dependants.

The Nabob Muzzuffer Jung Behadre engages, that he will, in every inſtance, adhere to the rights of friendſhip and alliance; and that, except with the ſaid Nabob and the Engliſh Chiefs, he

he will form no connection with any one, nor keep any forces on foot; and that he will not unite with any of the Nabob's enemies.

The Nabob Muzzuffer Jung Behadre engages, that in consideration of the aid and ſupport of the troops to be ſtationed in his country, by the Nabob Aſoph ul Dowlah, he will pay to the ſaid Nabob 4½ lacks of rupees per annum, at the ſpring and autumn ſeaſons, in 10 kiſts, agreeable to the annexed liſt.

		Rs				Rs
Courut	—	45,000	—	Catuck	—	45,000
Aughun	—	45,000	—	Poos	—	45,000
Maug	—	45,000	—	Phagun	—	45,000
Cheyt	—	45,000	—	Byſauk	—	45,000
Jeyt	—	45,000	—	Aſſar	—	45,000
		2,25,000				2,25,000
						2,25,000
				Total rupees	—	4,50,000

As four months of the autumn diviſion of this year are already elapſed, it is not in my power to make good the whole ſum for the year complete; I will therefore make payments for the latter ſix months of the preſent year, agreeable to the following account.

1 Maug	—	45,000	—	4 Byſack	—	45,000
2 Phagun	—	45,000	—	5 Jeyt	—	45,000
3 Cheyt	—	45,000	—	6 Aſſar	—	45,000
		1,35,000				1,35,000
						1,35,000
						2,70,000

Whatever duſtucks and perwannahs the Nabob Aſoph ul Dowlah ſhall ſend into my country, I will certainly comply with; and the Nabob Aſoph ul Dowlah ſhall deduct the account duties, &c.

Our friends and enemies are mutual, God and his Prophet, the Holy Saints (on whom may the bleſſing of God reſt) and our religion and faith, and the holy koran are guarantees of this, that we will never deviate from this treaty.

2. COPY of a Memorandum.

As arrears on account of Meherbaan Khan, &c. nuzzeranna are ſtill due, and the Nabob Aſoph ul Dowla has delivered up to me Meherbaan, &c. who were in confinement with him, that I may adjuſt the accounts, and receive from them whatever ſums are juſtly due from them; I have therefore agreed to the payment of 1,50,000 rupees, on account of their debts, nuzzeranna, &c. and engage that I will diſcharge the ſaid ſum in the following kiſts. Having obtained the releaſe of the priſoners, I have taken them into my charge.

Latter end	of Maug	—	25,000 rupees.
Dº	of Phagun	—	25,000
Dº	of Cheyt	—	25,000
Dº	of Byſauk	—	25,000
Dº	of Jeyt	—	25,000
Dº	of Aſſar	—	25,000
	Total rupees	—	1,50,000

Dated the 2d of Zehaida, in the year 1189 Hijerie, anſwering to the 26th of December 1775.

3. COPY of a Memorandum.

As arrears on account of debts, nuzzeranna, &c. were due on an adjuſtment of accounts from our brother Muzuffer Jung, for which a bond has been delivered by our ſaid brother, if any other bond or voucher appears, it is void, and of no effect. Dated the 2d of Zehaida, in the 17th year of the reign, or 1189 Hejiree, 26th December 1775.

Read a letter from the Nabob of Furruckabad, recorded in the Perſian correſpondence, as received the 1ſt inſtant.

The Board obſerve, that the affairs of the Nabob of Furruckabad appear to have been ſettled, by the above letter from Mr. Briſtow, and his Miniſter removed.

EXTRACT Bengal Conſultations, 22d May 1780.

The Board concurring in the expediency of deputing a civil ſervant to collect the Vizier's aſſignments to the Company on the Nabob of Furruckabad, for the reaſons ſet forth in the Governor General's minute;

Agreed, That Mr. George Shee be appointed to this office, with the ſame allowances and powers as were given to the native Zezawul; and that he be ordered to conform to ſuch inſtructions as he may receive from the Vizier's Court.

The following letter is accordingly written to Mr. Purling.

To Mr. Purling.

Sir,

The Nabob Muzuffer Jung, of Furruckabad, having frequently complained to this Government of the hardſhips and indignities to which he is ſubjected, by the conduct of the Sezawul ſtationed in his country for the purpoſe of receiving the annual tribute which he is bound by treaty to pay to the Soubah of Owde, and which has invariably conſtituted a part of the funds aſſigned by his Excellency for the liquidation of the public demands of the Company upon him; and thinking it incumbent on us to uſe ſuch means as occur to us to be moſt expedient to his relief, we have thought proper to appoint Mr. George Shee, one of the civil ſervants of the Company, in the place of the native Sezawul, to collect the Vizier's aſſignment to the Company on the Nabob of Furruckabad, with the ſame allowances, eſtabliſhment, and powers, that have been given to the ſaid Sezawul. Mr. George Shee has been directed to proceed with all poſſible expedition to Lucknow; on his arrival at which place, we deſire you will inveſt him with the charge of the office to which we have appointed him, and give him ſuch inſtructions for his conduct in the diſcharge of it, as you may think neceſſary.

We are, &c.

Fort William,
22d May, 1780.

EXTRACT of Bengal Secret Conſultations, 16th December 1783.

READ again the Governor General's minute, entered in conſultation 6th October laſt, propoſing the appointment of Mr. Willes to be Reſident at Furruckabad, with the papers accompanying it.

Ordered, That theſe papers be circulated to the Members of the Board.

EXTRACT

EXTRACT of Bengal Secret Conſultations, 27th December 1783.

The Secretary having circulated to the Members of the Board, according to the order paſſed at the laſt meeting, the minutes which were delivered by the Governor General the 6th October, reſpecting the appointment of Mr. Willes to be Reſident on account of this Government, at Furruckabad the following opinions were delivered in conſequence.

Mr. Stables.—As the Governor General's minute, for the appointment of a Reſident to Furruckabad, is grounded on the implied orders of the Court of Directors, I give my aſſent to it. I alſo agree, that Mr. Willes, as recommended by the Governor General, ſhould fill that office.

I deſire that the inſtructions for Mr. Willes may be laid before the Board for their approval, and that his line of conduct may be clearly pointed out, that he may fill his appointment with benefit to the public, and with credit to himſelf.

I agree to Mr. Willes's appointment, and wiſh that the line of his duty at Furruckabad ſhould be clearly marked out to him.

(Signed) J. M'PHERSON.

Agreed. (Signed) E. W.

Mr. Willes's appointment to be Reſident on the part of this Government, at Furruckabad, being agreed to, intimation of it was accordingly ſent to him by the Secretary.

EXTRACT of General Letter from Bengal; dated 31ſt December 1783.

Par. 19. We have the honour to acquaint you, that in conſequence of the directions implied in your letter to us of the 14th of February laſt, of the diſtreſſes of the diſtrict of Furruckabad, the ſtrong repreſentations on this ſubject from the Nabob Muzuffer Jung, and his diſſatisfaction as well as that of the Vizier, with the Sezawul appointed to remit the tribute from thence to Lucknow, we ſome time ſince appointed Mr. John Willes to be Reſident on the part of this Government with the Nabob Muzuffer Jung; not doubting that the Vizier will confirm our choice of this gentleman, and for this purpoſe a letter has been addreſſed to his Excellency by the Governor General.

EXTRACT of Bengal Secret Conſultations, 23d March 1784.

READ the following letter from the Reſident at Furruckabad.

To Edward Hay, Eſquire, Secretary.

Sir,

I requeſt you will acquaint the Honourable Board that I arrived at this ſtation on the 25th inſtant; that, in obedience to their orders, I have delivered the letters of the Honourable Governor General to his Excellency the Vizier, and to the Nabob Muzuffer Jung; that his Excellency

lency the Vizier readily acceded to the Honourable the Governor General's desire, and gave me the necessary sunnuds as Sezawul of Furruckabad; and that the Nabob Muzuffer Jung has expressed himself sensible of the obligation conferred on him, by the appointment of a Resident, in compliance with his requisition.

I am, Sir, &c.

(Signed) J. WILLES,
Resid^t at Furruckabad.

Furruckabad,
29th Feby. 1784.

TRANSLATIONS of Persian Papers.

No. 1.

COPY of a Treaty under the Seal of the Nabob Sujah ul Dowlah Bahadre, dated on the 24th of the month of Zekaya, in the 1186th Year of Higerah.

INASMUCH as an ancient friendship hath subsisted between me and the house of Muzuffer Jung Behadre, I have therefore taken the said Muzuffer Jung under my patronage and adoption, and (with God's assistance) I shall use my strenuous endeavours in whatever shall appertain to his good and well-being; and regarding the interests of my said *child* Muzuffer Jung as my own, whosoever will be his friend, shall be my friend, and whosoever will be the enemy of my said child, I shall consider as my enemy; and during the lives of me and my said child, Muziffer Jung Behadur, and our descendants, we will remain in amity and unity; and I swear by God, and by the prophet of God, and by the children of the prophet (on whom be the blessing of God) that I will not in any manner swerve from this declaration, but I shall act according threto, in like manner as my said child shall abide by his engagements; therefore have these few words in the manner of a treaty been written, by God's assistance, after the defeat of the Mahrattas and the expulsion of the enemy from the country of my said *child* (which is at present in the hands of the Mahrattas) I will deliver and place it in the hands of Muziffer Jung, in the same manner as formerly.

No. 2.

COPY of the second Treaty, under the Seal of Suju ul Dowlah Behadur, dated on the 12th of the Month Yeykada, in the 1187th Year of the Hizera.

Treaty in the name of my esteemed child Delur Hemmat Khan Muziffer Jung Behadur; viz. inasmuch as I have called my aforesaid child my son, I shall in every point have a view to the good and well-being of the said Muziffer Jung, and all his followers and retainers I shall consider as my own, and the friends of Muziffer Jung are my friends, and his enemies are my enemies; and whosoever of the Hindoos or Mussulmen, or of the relations or connections of Muziffer, Jung, shall rise in enmity against him, I shall be his assistant and ally in punishing them: and as I formerly made a promise to deliver up the country which I have freed from the hands of the Mahrattas, I accordingly still abide by my word; but having undergone great expences for two or three years in opposing the Mahrattas, I have therefore made a demand from Muziffer Jung of the collections of his country for one year; and seeing that the aforesaid child has not ability to pay the money, I have therefore agreed, that within the space of three or four months, or such time as the money may be collected in, I will myself take up the revenue of the said county for the whole of the 1181st year Fussaley; and after this except the districts of Kennage, and Shahpore, and Akbarpore, and Belore, and Nanamow, immediately adjoining to my

my own territories, I will deliver up and reſtore the whole of the aforeſaid country to Muziffer Jung, as my troops will remain in theſe parts; and there ſhall always be friendſhip and alliance betwixt us; and until I quit the country I ſhall pay the ſepoys of my child Muziffer Jung at the uſual rates, but after that I ſhall have delivered up the country, I will ceaſe paying them —An oath in the name of God, and the prophet of God, and the Holy Koran, and five pure bodies, is between us, that provided Muziffer Jung Bahadur, obſerving in every reſpect to act agreeable to this treaty, continues in every way, and in all reſpects, agreeable to my pleaſure, and while I may be at any time of out of my own country, that my ſaid child, Muziffer Jung, does accompany me with a body of nine or ten thouſand followers; theſe I ſay I do ſwear and confirm by this treaty, that he being in every reſpect under my Government and guidance, and accompanying me on my excurſions with the body above mentioned, I likewiſe will obſerve the articles of this treaty, nor will I ever go aſide from this agreement, and generation after generation this treaty between me and my poſterity, and Muziffer Jung and his poſterity, ſhall remain firm; and thus much is wrote as a treaty.

No. 3.

COPY of a treaty, under the ſeal of the Nabob Yehe Khân Aſaph ul Dowla Behadur Hozzibbet Jung; dated on the 26th of Sifter, A. H. 1189.

A treaty in the name of my brother, the beloved of my friends, Delier Himment Khan Muziffer Jung Behadur: To wit, inaſmuch as the Nabob of bleſſed memor hath numbered my ſaid brother among his children, I do therefore call the ſaid Muziffer Jung my brother, and ſhall in every reſpect have a view to his good and well being; and I ſhall conſider his followers and adherents as my friends; and the friends of my brother are my friends, and his enemies are my enemies; and whatſoever of Muſſulmen, or Hindoos, are the relations or connections of Muzuffer Jung Behadur, ſhall riſe in enmity againſt him, I ſhall be his ally and aſſiſtant in the puniſhment of them; and whenever my brother ſhall call upon me for my aſſiſtance and aid to puniſh his enemies, whatever his requiſition may be, I ſhall therewith directly comply; and I ſhall never liſten to the inſinuations of the ſelfiſh or intereſted concerning Muziffer Jung; and if I ſhall deſire Munziffer Jung to entertain troops, to whatever number ſuch levies may amount, I will be anſwerable for the pay of theſe forces: But whatever troops my ſaid brother ſhall keep continually about his own perſon, if he ſhould accompany me as an ally with theſe troops, my ſaid brother ſhall himſelf take the payment of them upon him. And an oath, in the name of God, and the prophet of God, and the Holy Koran, and the five immaculate perſons (in whom be the bleſſing of God) is between us, that, provided Muziffer Jung, according to this treaty and agreement, do remain in every reſpect agreeable to my will, I will perform according to the articles herein contained, nor ſhall this agreement ever be ſwerved from: Generation after generation this declaration and oath, between me and Muziffer Jung, and between my poſterity and his poſterity, ſhall remain firm: Therefore, thus much hath been written as a treaty, this 26th of Suffer, A. H. 1789

No. 4.

COPY of Articles of agreement, under the ſeals of Aſaphal Dowlah Yehe Khan Behadur Hizibbae Jung, and the Nabob Delier Himmet Khan Behadur Muziffer Jung; between the Nabob Aſaphal Dowlah, &c. and the Nabob Muziffer Jung, &c. as the eſtabliſhment of a treaty during their lives.

The Nabob Aſaphal Dowlah Behadur declares, that he will have a view to whatever concerns the honour and reputation of Muziffer Jung Behadur, and that he will himſelf keep up whatever troops are neceſſary for the protection of the country of Muziffer Jung.

The Nabob Aſphal Dowlah Behadur declares, that he will always keep in Futrruckabad one battalion of Sepoys, for the protection and ſecurity of Muziffer Jung's perſon; and whenever its ſervices ſhall be neceſſary for ſettling the country of Muziffer Jung, it ſhall march without further queſtion, agreeable to his requiſition.

And inſtead of the ſums, which I (Aſphal Dowlah) uſed formerly to take from Muziffer Jung, in the manner of Viziers, hereafter, excepting only the ſums which Muziffer Jung do here underneath conſent to and ſpecify, I will in no manner take or require any other from him; and the treaties heretofore entered into between us are hereby rendered void, and ſhall be mutually returned.

And the agents and ſtewards of the Nabob Muziffer Jung, whom I (Aſphal Dowlah) have hitherto kept in cuſtody, ſhall be delivered up to him, and henceforth his people ſhall be at his own diſpoſal.

The Nabob Muziffer Jung likewiſe declares, that he will, in every inſtance, act agreeable to friendſhip and alliance; and excepting only the Nabob Aſphal Dowlah, and the noble Engliſh Sirdars, he ſhall not make union or alliance with any power whatever; nor will he keep any correſpondence, in act or word, with the enemies of the ſaid Nabob.

The Nawab Muſſuffer Jung agrees, that on account of the troops, which the Nawab Aſoph ul Dowlah ſhall maintain as his ſecurity, he will pay him the ſum of four lacks and fifty thouſand rupees yearly, in ten different payments: viz:

In the Months of	Kooars,	45,000 Rs.	In the Months of	Phagune,	45,000 Rs.
	Katick,	45,000 Rs.		Cheyte,	45,000 Rs.
	Aghan,	45,000 Rs.		Beyſack,	45,000 Rs.
	Poos,	45,000 Rs.		Jeyte,	45,000 Rs.
	Maug,	45,000 Rs.		Aſan.	45,000 Rs.
			Total —		4,50,000 Rs.

And as this year four months of the Kurce for latter ſeaſon have already paſſed away, ſo that I have it not in my power to account for the whole year, (Muziffer Jung) ſhall account for only the remaining ſix months, as before particularized; viz.

In the Month	Maug,	45,000 Rupees.	Beyſack,	45,000 Rs.
	Phagun	45,000 Rupees.	Jeet	45,000 Rs.
	Cheyt,	45,000 Rupees.	Aſan	45,000 Rs.
			Total	2,70,000 Rs.

5. And whatever Duſtucks or Purwannas of the Nabob Aſphal Dowlah ſhall be wrote to the country belonging to the Muziffer Jung, he ſhall be obedient thereto; and where they may affect the revenues, &c. the Nabob Aſphal Dowlah will make up the damage.

And the friends of either ſhall be the friends of each, and the enemies of either ſhall be the enemies of each; and for this purpoſe the name of God, his Prophet, and the immaculate perſon (in whom the bleſſing of God) is between us, neither of us will ever ſwear from this declaration.

No. 5.

COPY of a Treaty, under the Seal of the Nabob Muzaffer Jung Behadur, dated on the 28th of the month Siffer, in the 1189th year of the Hizerah; viz.

Inaſmuch as the late Nabob Vizier Sujah ul Dowlah Behadur nominated me as one of his children, the paternal connection with my friends Aſphal Dowlah Yehe Khan Behadur is accordingly confirmed; and I therefore delcare, that whoſoever is the friend of the Nabob Aſphal Dowlah is my friend, and whoever is his enemy is my enemy; and that in good or bad, in war, or contention with neighbours, or ſtrangers, with Hindoos or Muſſulmen, I will be the partner and ally of the aforeſaid Nabob and at any time when the aforeſaid Nabob ſhall go forth upon any expedition or undertaking, and ſhall require my attendance with my troops, I will, without delay, comply therewith: And if he ſhall direct me to join him with my forces, I will forthwith march and join him; and I will on theſe occaſions come with all the troops which are in my conſtant employ: But if the ſaid Nabob ſhould direct me to entertain a greater number, I will take the Tunkaws for ſuch from Aſphal Dowlah; and at all times, and every way, I will remain ready and obedient to the orders of the ſaid Nabob; and whatſoever the ſaid Nabob ſhall direct, I ſhall be conformable, and not in the leaſt ſwerve therefrom; and generation after generation this oath and Declaration between us ſhall remain firm; and I ſhall in no way or manner ſwerve from this declaration; and ſwearing by God, and the Prophet of God, and Holy Koran, I do confirm it; and therefore theſe few words, in the manner of a treaty, have been written.

STATEMENT of the Collections made by Almaſh Allly Khan, in the 26 Purgunnahs kept by the Vizier from the Nabob Muzuffer Jung, during Three Years.

PURGUNNAHS.	Year 1186 Fuſlee.	Year 1187 Fuſlee.	Year 1188 Fuſlee.
Burbollakbarpoor	1,75,000	1,60,000	1,35,000
Kuirawara	60,000	52,000	45,000
Siculy	35,000	27,000	30,000
Dehah	70,000	1,10,000	85,000
Cannoge	1,40,000	1,25,000	1,33,000
2 Balhour, Mana mere	1,80,000	1,70,000	1,65,000
Akbarpoor Shawpoor	10,50,000	6,50,000	5,50,000
Steundra Belaſpoor	1,10,000	1,10,000	1,10,000
Derapoor	1,75,000	65,000	80,000
Mongulpoor	95,000	50,000	60,000
Roſſulabad Berahn	2,75,000	2,40,000	2,30,000
Dukuly	1,05,000	85,000	82,000
Shekonpoornakotpatty	70,000	50,000	75,000
2 Sooruck Sukeet Poor	1,10,000	55,000	60,000
Sukkeet	2,00,000	1,75,000	1,50,000
Allypoor Kera	60,000	55,000	45,000
Neem Marara	1,00,000	95,000	65,000
Betram Cam Gange	62,000	55,000	50,000
Sorung	77,000	15,000	14,000
Gangery	15,000	12,000	12,000
Patſhelana	10,000	9,000	11,000
Secundra Rahow	1,20,000	1,10,000	1,00,000
2 Peloenna Jallally Akbadrabad	2,10,000	1,90,000	2,00,000
	34,44,000	26,65,000	24,87,000

STATEMENT of the Collection made by Almaſs Ally Khan, in 8 following Purgunnahs, during the Three following Years.

PURGUNNAHS.			
Gattenpoor	1,90,000	1,50,000	1,65,000
Papoon	4,75,000	4,50,000	4,50,000
Palgawn	3,50,000	3,00,000	3,25,000
Etaya	7,50,000	7,00,000	7,00,000
Shekunhabad	5,00,000	4,50,000	4,50,000
Boygaun	3,50,000	3,00,000	3,20,000
Tyzipoor Bodeba	70,000	60,000	40,000
Anub Sheer	1,00,000	1,00,000	1,00,000
	27,85,000	25,10,000	25,50,000
Muzaffur Jung's country	34,44,000	26,65,000	24,87,000
	62,29,000	51,75,000	50,37,000
Paid by Almaſs Ally Khan to the Vizier	40,50,000	36,50,000	33,50,000
To be deducted therefrom for the troops	3,00,000	3,00,000	3,00,000
For his own jagheer	50,000	50,000	50,000
	3,50,000	3,50,000	3,50,000
Paid really by Almaſs	37,00,000	33,00,000	30,00,000

A PLAN for the Regulation of the Affairs of the Nabob Muzuffer Jung, and of the Revenues of Subahdarry of Furruckabad.

The encroachments made by the late and preſent Vizier upon the authority and territory of Muzuffer Jung, Nabob of Furruckabad, contrary to the faith of treaties ſtill ſubſiſting, and the calamities which their encroachments have brought upon Muzuffer Jung, his family and country, are matters of univerſal notoriety.

The Nabob having repeatedly ſtated his diſtreſs to our Government, and intreated their protection, this was at length ſo far afforded him, as to relieve him from the power and oppreſſions exerciſed by the Vizier's ſervants, by appointing a ſervant of the Company to the collection of their aſſignment upon the Vizier's tribute from Furruckabad. But this meaſure having proved unſatisfactory to the Vizier and to the Nabob, the interpoſition of both Governments was withdrawn by mutual conſent, and Muzuffer Jung left to his own conduct. This experiment has likewiſe failed, from the total incapacity of Muzuffer Jung, and the miſconduct of his ſervants; and has only ſerved to reduce him to the laſt ſtage of perſonal indigence, and to augment the arrears of the tribute to the Vizier beyond a poſſibility of diſcharging them under ſuch miſmanagement.

The Vizier has again aſſumed the management of the affairs of Furruckabad, but with ſo little power to regulate them, that he has been obliged to uſe the aid of a regiment of the Company's ſepoys for the protection of his Sehzauwel. The revenues of the diſtricts ſequeſtered from Muzuffer Jung have been gradually and are ſtill declining. The advantage of a friendly frontier, and the loſs of revenue, are required by the depopulation of the country, and defections of its inhabitants.

To the evils as thus deſcribed, and ſtill greater to be apprehended, no remedy appears adequate, but the immediate and vigorous interpoſition of our Government, which ſhould take the moſt deciſive meaſures for the preſervation of a revenue which materially contributes to the reſources of the Vizier, and conſequently to their own, and to the ſecurity of his country, on which their own eſſentially depends, and for the preſervation of a family, of which the head performed important ſervices to the Company, during their conteſt with the late Vizier.

To effect theſe purpoſes it is propoſed, that the entire management of the affairs and revenues of Furruckabad ſhall be inveſted in the Company by a formal treaty between them, the Vizier and the Nabob Muzuffer Jung.

That the revenues ſhall be appropriated to the following ſervices, viz. 1ſt. To the maintenance of the Nabob Muzuffer Jung, his mother, and brothers, by ſpecific appointments.—2d. To the eſtabliſhment of a body of 2000 cavalry, and 100 infantry, for the ſecurity of the country and collections.—3d. To the defraying of the expences of the government and collections. And laſtly, for the purpoſe of applying the next amount of the whole collections to the credit of the Nabob Vizier, on account with the Company.

It is difficult, if not impracticable, to aſcertain the exact amount of the Vizier's receipts from the diſtricts ſequeſtered from Muzuffer Jung, as they have been included in one jumma with the reſt of the Duab, farmed to Almaſs Ally Cawn: But by annual ſtatement for three years of the groſs collections and actual payments from the whole, for and of which thoſe diſtricts bear the proportion of one half, with very little difference it appears, that from 62 lacks to 50 have been collected, and from 37 to 30 have been collected, and from 37 to 30 paid into the Vizier's treaſury, after deducting the expence of troops, 3 lacks, and the jageer of Almaſs 50,000 rupees annually, upon an average of 16 lacks, may be allowed as the neat yearly revenue to the Vizier from the purgannahs; a further decreaſe of two lacks has taken place in the Bundoobuſt of the preſent year.

There can be no doubt, but that under good management this plan could effect all the purpoſes propoſed in it, and yield to the Vizier a larger and more permanent revenue than the above-ſtated, and which is ſtill on the decline.

The agreement for a tribute, or rather ſubſidy, to be paid to the Vizier for a body of troops to protect the country, has been very ill obſerved on both ſides. The troops have been defective, and the ſubſidy ill paid. The engagement will ceaſe of courſe on the eſtabliſhment of the new plan.

The 2000 cavalry propoſed to be raiſed and ſupported on the revenue of Furruckabad are intended ultimately for the ſervice of the Company, whenever they may be required to act in conjunction with their troops.

This body to be commanded and diſciplined by native officers, under the general inſpection of a Company's officer; the horſes to be the property of the riders: thirty rupees per month for man and horſe, including officers, is ſuppoſed to be an allowance ſufficient for engaging the ſervice of the beſt country. The body propoſed will, on this average, amount to 60 000 rupees per month—But they ſhould be engaged at a lower rate, if that can be effected with a proper regard to the ſervice.

The infantry may be eſtimated at ſeven rupees each man per month, including officers. This corps ſhould be armed, cloathed, and diſciplined as the Company's ſepoys, and under the immediate command of a Company's officer or officers, and have a ſmall field train attached to it.

The Board will preſcribe ſuch other regulations for theſe corps, and eſtabliſh ſuch checks and controuls upon them, as they may judge proper, if the plan in general ſhould be approved by them.

An annual ſtipend of five lacks of rupees will be an adequate proviſion for the ſubſiſtence of the Nabob Muzuffer Jung, and his family, and far exceeding any ſum which he has ever yet been able to appropriate to this purpoſe; the proportions of it to the different branches of his family may be aſſigned by the Board, on a ſtate of their reſpective ſituations and degree of conſanguinity.

The name and authority of the Nabob Muzuffer Jung ſhould be obſerved in the adminiſtration of juſtice, and in all public tranſactions.

The coinage, which has preſerved its credit without interruption, under the management of Muzuffer Jung's officers, ſhould be ſtill continued in their charge.

Lucknow, 10th Auguſt, 1784.

To Mr. John Willes, Reſident at Furruckabad.

Sir,

I am favoured with your letter of the 3d inſtant. The difficulties which you complain of in your ſituation, and the evils which you apprehend from the preſent management of the public buſineſs at Furruckabad, will, I hope, be in a great meaſure obviated by the enclоſed letter; which, though it is addreſſed to the Nabob Muzuffer Jung, is calculated to make an impreſſion equally on the minds of the people who are in poſſeſſion of the adminiſtration of his affairs.

I rely

I rely much on your moderation and good judgment, which I hope will enable you to regulate your conduct towards the Nabob and his ſervants in ſuch a manner, that, without interfering in the executive part of his Government, you may afford him eſſential ſervice by yout counſel and advice.

He ought to remember, that you were appointed to reſide at Furruckabad for his benefit and protection; and I hope the letter which I have written will make his ſervants conſider you in the ſame light.

I am,

Sir,

Your moſt obedient ſervant,

(Signed) WARREN HASTINGS.

TRANSLATE of Petition from the Brothers of Ahmed Khan, and their Children, to the Honourable Warren Haſtings.

It is twelve years ſince the death of Ahmud Khan, from which time the Nabob Muzuffer Jung has governed the Furruckabad diſtricts. Soon after our miſery commenced, the jaghires on which we ſubſiſted, were diſallowed. Whenever we applied for redreſs to the Nabob Muzuffer Jung, he directed us to make application to the Sezawals; who have conſtantly replied, that till the dues were paid to the Nabob Vizier, they were not at liberty to comply with our requiſition. Our diſtreſs is great—we have neither cloaths nor food. Though we felt hurt at the idea of explaining our ſituation, yet, could we have found a mode of conveyance we would have proceeded to Calcutta for redreſs. The ſcarcity of grain this ſeaſon is an additional misfortune—with difficulty we ſupport life. From your preſence without the provinces we expect relief. It is not the cuſtom of the Company to deprive the Zemindars and Jaghurdars of the means of ſubſiſtence. To your juſtice we look up.

MINUTE from the Board.

A reference to our records in 1780 and 1783, will ſuffice to ſhew the diſpoſitions that were poſſeſſed by the late Governor General to relieve the Nuawb of Furruckabad from the hard and cruel fate which his family and country were then ſuffering, to the diſgrace of the Vizier's Government, and to the diſcredit of our own, as having appeared to countenance the exerciſe of an authority over him, which was unſupported by equity and juſtice; but the meaſures that were adopted with moſt honourable purpoſes, were either inadequate to them, or the objects were not properly purſued, and the ſituation of the Nabob and his country are repreſented by our Reſident to be at this time in greater diſtreſs than they ever were before. The evil calls for a remedy, and we are bound to apply the beſt to it that circumſtances will allow of, or at leaſt our influence with the Nabob Vizier can in the moſt powerful exertion of it be able to obtain.

It would be moſt grateful to us to be aſſured, that the ends of our interference could be anſwered by our leaving it to the Nabob Vizier alone to reſcue that country from deſtruction, which an univerſe and encroaching policy in his Government has reduced to the deplorable ſtate in which it now exiſts; but we have no reaſon to think that there is either diſpoſition or nerve in his Excellency's councils to accompliſh ſuch an object, nor that it can be accompliſhed without a vigorous and unremitting effort in the Company's adminiſtration to ſupport the injured

and

and independent rights of Muzuffer Jung, a ſupplicant to us for relief, as to the only aſylum he has to fly to: a prince of a noble and ancient family, whoſe anceſtors have filled a moſt reſpected ſtation in the annals of Indoſtan, and the ſon of Ahmud Khan, who rendered the moſt important ſervices to the Company during their conteſt with the late Vizier.

Mr. Willes obſerves, that "in the enſuing year it will be in vain to look for revenue from "Furruckabad, if ſome regulations, equal to the exigency, be not adopted: the whole country "will be divided between the neighbouring powerful Aumils, the refractory Zemindars, and ban-"ditti of robbers; and the Patans, who might be made uſeful ſubjects, will fly from the ſcene "of anarchy. The criſis appears now come, that either ſome plan of government ſhould be "reſolved on, ſo as to form faithful ſubjects on the frontier, or the country be given up to its "fate; and if it be abandoned, there can be little doubt but that the Mahrattas will gladly ſeize "on a ſtation ſo favourable to incurſions into the Vizier's dominions; will attach to their "intereſts the Hindoo Zemindars, and poſſeſs themſelves of forts, which, with little expence, "being made formidable, would give employment, perhaps, to the whole of our force, ſhould "it be ever neceſſary to recover them.

It would be inexpedient and improper, perhaps, to carry any regulations into practice for the relief of Furruckabad, before the agreement that was concluded between the late Governor General and the Nabob of Oude, ſhall have been completed; but this will be in September next; and the plan, or rather the outlines of it, may be now reſolved on, ſo as to give time to the Governor General to accommodate its different parts to the ſatisfaction of the Vizier and his Miniſters, or to the removal of any obſtructions that, without a proper management, they might be inclined to throw in the way of its ſucceſs.

The Board, on a due conſideration of this ſubject, reſolve on the following plan, for the regulation of the affairs of the Nabob Muzuffer Jung, and of the revenues of the Soubahdary of Furruckabad. It is neceſſary to premiſe, for it is a fact of common notoriety, and authenticated upon our own records, that the preſent Nabob is a weak and inexperienced man, abandoned to the diſcretion of his ſervants, and totally incapable of managing his own affairs.

PLAN.

1ſt. That the country of the Nabob Muzuffer Jung be conſidered as under the immediate protection of the Company; and that a Reſident be continued at his Court from among their civil ſervants, with full and ſuperintending powers, amenable only to this Government for the due execution of his truſt, and acting ſolely under our orders and inſtructions in all matters that relate to the police of Furruckabad, and the revenues of the country; but ſubject to the orders of the Nabob Vizier, conveyed to him through the Agent to the Governor General at Lucknow, in all political matters that relate to our general intereſts in the frontier provinces.

2dly. That the Company be ſecurity for the due diſcharge of the ſubſidy, payable by treaty from the Nabob of Furruckabad to the Nabob Vizier, of 450,000 rupees per annum; deducting theſe from the annual charge for his Excellency's Nujeels or military Sibondy in Furruckabad, in conſideration of whoſe ſervices at that place the ſubſidy appears to have been ſtipulated.

3dly. That theſe Nujeels be, as heretofore, under the orders of the Reſident at Furruckabad.

4thly. That, in order to attach the Pattans to do juſtice to the rights of the Nabob Muzuffer Jung, and to alleviate his diſtreſſes as much as poſſible, as well as thoſe of his family, the Pergunnas of Marara, Sukeet, Suroock, and Sakeetpore, which were wreſted from the Government of Muzuffer Jung, and are now rented by Almaſs Ally Khan, and all the holds and

and other places of ſtrength within them, be reſtored to their legal proprietor, the Nabob Muzuffer Jung.

5thly. That the ſix ghauts near Futty Ghur, which are detained by the Vizier's cutwals, in oppoſition to the Vizier's orders, be reſtored.

6thly. That the country be let from year to year, on fair and moderate terms, to careful and reſponſible Aumils, choſen by the Nabob's Miniſter, but approved by the Reſident; who will obtain proper ſecurities for the due performance of their engagements, and give a preference to the propoſals of ſuch perſons as are intereſted in the proſperity of the country, or may have demeaned themſelves with juſtice and propriety, either of late or formerly, when the country was in a flouriſhing condition.

7thly. That the Zemindars, who have fortified themſelves in the Gurries, and refuſe all payment of revenue, be called to obedience; and, in default of their compliance, be reduced to obedience by a military force.

8thly. That the Reſident do take ſuch means as he may judge moſt proper and effectual after obtaining the approbation of the Governor General and Council, for eſtabliſhing a police in the town and country of Furruckabad; and, fully to accompliſh this purpoſe, that regular Adaulets, both civil and criminal, be appointed, in the name, and under the authority of, the Nabob; the Reſident taking due care, that the native magiſtrates, appointed to preſide therein, be men of character and repute, who are moſt converſant in the rules of juſtice and cuſtoms of the country, and competent to try and decide upon the caſes that are brought before them.

9thly. That the commanding officer at the Futty Ghurr ſtation do, on a requiſition from the Nabob, through the Reſident, detach a regiment of ſepoys to Furruckabad, with two field pieces, to act under his orders, immediately on the commencement of the new regulations, and continue with him while he may think that he has occaſion for their ſervices.

10thly. That the commanding officer at Futty Ghurr ſtation do alſo comply, from time to time, with the requiſitions of the Nabob, through the Reſident, for any force not exceeding one regiment of ſepoys, unleſs any particular ſervice or emergency, that may be ſtated by the Nabob, through the Reſident, ſhould appear to the commanding officer to require a greater number of troops for effecting it.

11thly. That the ſum of rupees 240,000 be poſitively paid by the Reſident for the ſupport and ſubſiſtence of the Nabob and his family, and diſtributed by the Reſident, taking regular receipts for the reſpective payments, in ſuch proportions to each as he may deem their ſtations and neceſſities to require. The diſſipated turn of the Nabob's character makes it neceſſary that there ſhould be a careful Dewan about his perſon, who will prevent unneceſſary expences, and ſee that his allowance be properly diſpoſed of, or the intention of the Board's interference will be totally fruſtrated.

12thly. That if there be any exceſs, after providing for the ſervices ſtated in theſe reſolutions, it will be appropriated, as far as to the amount of rupees 150,000, to defray the expence of a body of Patau cavalry, agreeable to the Nabob Muzuffer Jung's offer, ſtated in his letter to the late Governor General, which is recorded in conſultation the 6th October 1783; that the charge and number thereof, computed per month, per man and horſe, be determined by ſuch actual exceſs; and that the cavalry be employed for the protection and ſervice of the country, but detached on the ſervice of the Company, or the Vizier, whenever required, the men to be enliſted, as is uſual in Hindoſtan, for ten months, and to find and be accountable for their horſes and arms.

13th. Should the exceſs be more than ſufficient to defray the expence of one lack and a half of rupees to be appropriated for cavalry, the remainder ſhould be given up for the uſe of Muzuffer Jung and his family, the Reſident acquainting the Board particularly with the amount of it.

14th. That the preſent Reſident at Furruckabad be continued, and that the allowance given to him, in lieu of all advantages and emoluments whatever from his ſtation, be the ſame as are granted to public Miniſters, and to the Agent of the Governor General at Lucknow, viz. Son. Rs. 2,988 per menſem; but if the collections from Furruckabad, independent of the additional purgunnahs propoſed to be reſtored to the Nabob Muzuffer Jung, ſhould exceed the average of the collections for the laſt four years, the difference is to be ſtated to the Board, who will allow the Reſident ſuch addition to his allowances as they may think proper, from the increaſe of the collections. It will be proper that the Reſident take the oath that is preſcribed in the clauſe of the late Act of Parliament.

When Mr. Willes was propoſed, in the year 1783, to be Reſident at Furruckabad, he was recommended as a gentleman unexceptionable to every Member of the Board, and of a character eminently qualified for ſuch a charge. The Board have ſince had no cauſe to alter their good opinion which they then entertained of Mr. Willes, and have afforded a ſubſtantial proof of it, in their continuance of him in his preſent office, with the increaſed power connected with it.

(Signed) JOHN MACPHERSON,
JOHN STABLES,
CHARLES STUART.

EXTRACT of Secret Letter from Bengal; dated 31ſt July 1785.

Par. 87. We have the honour to refer you to our proceedings, noted in the margin, for the peruſal of a letter addreſſed to your Governor General by the Reſident at Furruckabad, relative to the ſtate of that Soubahdarry, and the unfortunate condition of the Nabob and his family. We took the ſame into our ſerious conſideration, and determined on a plan for the relief of the Nabob and his country, which is recorded on our conſultation of the 28th June. We have the honour to tranſmit a copy of our minute on this ſubject, a number in the packet.

EXTRACTS from the Bengal Perſian Correſpondence of the Years 1781 and 1782, relative to Furruckabad.

From the Nabob Vizier.

Received 25th January 1781.

No. 2.

UPON diſcovering that it was your pleaſure that Mr. Shee, who arrived here appointed to the collection of Furrahabad, ſhould be inveſted with that appointment, I immediately diſpatched him thither. Every Mutſeddy's of the Nabob Muzuffer Jung uſed to come to ſettle the accounts; and conformable to that cuſtom, I this year wrote to the Nabob Mozuffer Jung, through Mr. Purling, deſiring him to ſend his Mutſeddies to ſettle the accounts, to adjuſt the balance of the Company's aſſignments for the year 1187, which remained unpaid, and to fix the aſſignments for the year 1188. I now encloſe the anſwers which Mr. Shee made the Nabob Mozuffer

Mozuffer Jung write. It is well known, that his Mutſidies uſed to come every year, and that he alſo has frequently come; and yet Mr. Shee has made write this anſwer. It is greatly to my diſcredit.—As my whole affairs, conſequence, and honour, depend upon you, write your orders, that I may act accordingly.

(Encloſures.)

COPY of a Letter from the Nabob Mozuffer Jung to the Nabob Vizier.

I have been honoured by the receipt of your letter, and received great pleaſure from the contents.—Mr. Shee, the Chief of this place, has ſettled the accounts of the year 1187. I am ready to pay the nuzeranna of this year, and the balances which are due; in this I never have, nor ever will, be deficient. As to your requiſition of my agents, it never has been the cuſtom for any agent to be ſent for the ſettlement of accounts.—Never did your Highneſs write to me for one, nor never was one ſent for that purpoſe: your preſent letter has cauſed me ſome aſtoniſhment, but I never will deviate from your orders. An indiſpoſition which I had, prevented me replying to your letter ſooner.—Beſides the accounts which have been ſettled, there are no others. Should there be any other, Mr. George Shee will adjuſt them at Lucknow. There is no neceſſity for any perſon being ſent from me.

COPY of a Letter from the Nabob Vizier to Rajah Gobind Ram.

In obedience to the orders of the Governor and the Gentlemen of the Council, I made no delay in the ſending Mr. Shee to the collection at Furruckabad; but Mr. Shee is deſirous to alter the eſtabliſhed intercourſe between me and the Nabob Mozuffer Jung; Mr. Middleton is well acquainted that the Nabob's Miniſters uſed to come every year for the ſettlement of the accounts.—You will learn from the encloſed letter what Mr. Shee has at this time made the Nabob write.—I have alſo written to the Nabob Governor; do you, with the knowledge of Mr. Middleton, inform the Governor of all the particulars, and write me back his pleaſure, that I may act accordingly. Mr. Shee has made the Nabob write that Mr. Shee has ſettled the accounts of the year 1187. There was a balance of the Sircahs Tuncahs in the hands of Mozuffer Jung to the amount of 2,09,000 rupees, for which he has given a bond to Mr. Shee; of this amount 20,000 rupees have been paid to Mr. Purling; as for the reſt, I know not whether it has been received or not.—This balance is a part of the nuzzeranna to the Sircar, and I claim nothing more; but from the bad management and inability of the Nabob's people the money is not received. You muſt repreſent theſe particulars to the Governor.

From the Nabob Vizier: Received January the 29th 1781.

No. 3.

It is unneceſſary to mention the particulars of the firm friendſhip and connection which has from old ſubſiſted between us, and which both ſides are deſirous of maintaining; I therefore repreſent to you, that obedience to the orders of the Council is my determined reſolution, even to the detriment of my own affairs; that I accordingly do obey them in every point, and conſider my country and property as theirs in every reſpect, and place all my dependence and expectations in my own affairs on your favour and protection. By the bleſſing of God you are acquainted with all circumſtances, and fully comprehend the cauſes and conſequences of every meaſure; and as my

my whole country and poſſeſſions belong to you, I am hopeful that you will be pleaſed to guard and protect it when neceſſary.—If the gentlemen of Council ſhould wiſh to have any proviſion made for any gentleman, and if, it ſhould likewiſe be your pleaſure, inform me from your friendſhip of ſuch your deſire, that I may readily and willingly comply with it; but to make a proviſion for any gentleman whom the Council may wiſh to aſſiſt, in ſuch a manner as to bring diſgrace and damage on the affairs of my Government, is far from being friendly.

Mr. Shee came with an appointment to the management at Furruckabad; and Mr. Purling acquainted with the orders of the Council; and although he brought no letter from you, yet being remedileſs, without waiting for information of this from you, I gave him leave to act.—Mr. Shee, from the time of his going there, has aboliſhed the coming of the Vakeels and Miniſters from the Nabob Muzuffer Jung to me, and from the Tuncahs to the Company, which, for the year 1187, had been aſſigned on that place, he took from the Nabob Mozuffer Jung a bond of 2,10,800 rupees; I do not know how much he may have received, but, in the papers of Mr. Purling's adminiſtration, there appear only 20,000 rupees to have been received through Mr. Shee: Of this year 1188, there have elapſed four months ſince I ſettled the Company's aſſignments, during which he has paid 40,000 rupees; he will not ſuffer the Miniſters of Mozuffer Jung to come hither (though every former year they uſed to come and ſettle their accounts) that they may not be preſſed for the payment of the money. In anſwer to my letter to the Nabob, he makes him write whatever he (Mr. Shee) thinks fit. I now encloſe you the letters of the Nabob Mozuffer Jung, from which you will diſcover the weakneſs of the Nabob, and the authority of Mr. Shee.—From the bad management of that place, owing entirely to Mr. Shee, Mr. Middleton wiſhes that the aſſignment for the Company may be made on ſome other place, inſtead of Furruckabad. All the aſſignments in the country I have paid as far as was in my power, by ſtopping my neceſſary and unavoidable expences, and for the balance I have given a bond;—if it were in my power to give aſſignments on any other country, I ſhould not have granted a bond. Before this, many lacks of rupees have been loſt, through the means of other gentlemen: and the friendſhip which the late Nabob had for Mozuffer Jung is well known, that when the Afghans, and others of his ſect, who dwelt at Mow, attempted to remove him from the Government, the late Nabob ſent 10 or 15,000 horſe and foot to his aſſiſtance, and repulſed and diſperſed his enemies; and I alſo, ſince the death of the late Nabob, have performed every thing which was incumbent on my friendſhip, and to this very time keep up a battalion, with a large quantity of artillery for him, the expences of which do not fall on the Nabob Mozuffer Jung, but are defrayed by my Government, from the ſmall nuzzeranna paid by him to the Sirkar. Notwithſtanding all the aſſiſtance and protection from hence, by which alone Mozuffer Jung has been maintained in his Government; and although he collects a conſiderable amount from a country belonging to me, and only pays a ſmall nuzzeranna to the Sirkar, which I have never aſked an increaſe of; yet he is not attentive to his own affairs, and his Miniſters are unqualified for their truſt.—Firſt, he committed to their charge the ſending the money which he had engaged to pay; and as they did not pay it, and my obligation to the Company became neceſſary to be diſcharged, I then ſent a perſon there, who might ſee the Company's aſſignments regularly paid; and who, with the knowledge of Mozuffer Jung, receiving the amount from his Aumils, might ſend it.—At this time that Mr. Shee is ſtationed there, the money is not ſent, nor are the Miniſters of the Nabob ſuffered to come hither; and Mr. Middleton requeſts of me to make an aſſignment on ſome other place, in the room of Furruckabad.

Such are the particulars of my ſituation, and that of my country. I therefore am hopeful that I may have leave to ſend, as before, a perſon to Furruckabad, who may, with the aſſiſtance of Mozuffer Jung, ſend the money for the Company's Tuncah's. The Nabob Mozuffer Jung collects conſiderable ſums from that country, belonging to me; and it is not very difficult for him to ſend the ſmall amount due to the Sirkar.—Although Mr. Shee ſhould pay the money regularly, yet from him great diſgrace is come upon me, as he has altered eſtabliſhed cuſtoms, and will not ſuffer the Miniſters of the Nabob Mozuffer Jung to come hither.

Having delayed for a little while longer the ſettlement of the money, I meant to have repreſented all theſe particulars when I ſhould have had an interview with you; but as at this time further injuries ariſe in the payment of the money, and the opportunity might eſcape, I have therefore, being deſtitute of all other remedy, written to you. In this caſe it is incumbent on your friendſhip to be convinced of this, that what I will do in conſequence of my obedience and attachment to you and the Company would never be ſubmitted to by any one elſe. This

country,

country, and every thing in it, belongs to you; be favourable therefore in all points where my honour and credit are concerned. In no occaſion have I ever been wanting in my obedience to your orders, and thoſe of the Council; and by the bleſſing of God never ſhall I be deficient to the end of my life. Rajah Gobind Ram will preſent you the letters which I wrote to the Nabob Mozuffer Jung, and his anſwers, from the contents of which you will learn all particulars.

(Encloſures.)

No. 1.

COPY of a Letter from the Nabob Vizier to the Nabob Mozuffer Jung, dated the 7th Ramzaun.

The year 1187 being completed and 1188 begun, it is neceſſary to make the aſſignments for the Company's Tuncahs; you will therefore ſend your confidential Miniſters that the accounts for thoſe two years may be ſettled. In this no delay muſt be uſed.

N. B. This firſt letter was written with the knowledge and approbation of Mr. Purling; and the anſwer which Mr. Shee made the Nabob Mozuffer Jung write, was before this ſent to Rajah Gobind Ram, who will have preſented it.

No. 2.

COPY of an Arzie from the Nabob Mozuffer Jung to the Nabob Vizier.

I have been honoured by the receipt of your letter, directing me to ſend my Miniſters to your preſence, and containing many friendly expreſſions, which have given me great pleaſure.

It is well known, that my only hopes of advantage are from your favour, whom alone I look up to as a protector. I have accordingly in no particular ever been wanting in obedience to your orders; and by the bleſſing of God, during my whole life I never ſhall be deficient. But my diſtreſſed ſituation is well known to you, as I doubt not you have received frequent accounts of it. I am hopeful that, by the bleſſing of God, you will reflect upon what may be for my good; and that, conſidering me as worthy of your favour, you will honour me with frequent letters.

No. 3.

COPY of a Letter from the Vizier to Mozuffer Jung, dated the 21ſt Shawaul.

I before wrote you, deſiring that your Miniſters might be ſent, as they always uſed to be, for the adjuſting the accounts; and you have written in anſwer, that your Mutteſeddies have been ſent thither for the ſettlement of my accounts. To write ſuch a falſity without any view is far from the cuſtom of your family; your Miniſters have always come hither for the ſettlement of the accounts, and you yourſelf have come ſome years; your writing therefore theſe excuſes, I aſcribe entirely to the advice of ſome other perſon. This is not proper—The adjuſtment of the accounts are delayed; it is neceſſary that for the ſettlement of them you ſend your Miniſters

without delay; and for fixing the Company's aſſignments and whatever aſſignments ſhall be fixed upon, Mr. Shee having approved of them will pay them—The adjuſtment of the accounts depend now upon you.

N. B. When the anſwer which Mr. Shee made the Nabob Mozuffer Jung write arrived, refuſing to ſend his Miniſters, this letter was written with the advice of Mr. Purling.

No. 4.

COPY of an Arzee from the Nabob Mozuffer Jung to the Nabob Vizier.

I have been honoured with your gracious letter, mentioning that you had written to me directions for my Mutteſeddies to be ſent to you for the adjuſtment of the accounts, but that I had returned for anſwer, that my Miniſters never had been ſent for that purpoſe; that you are convinced theſe excuſes can proceed only from the advice of other people, and that they are not proper; that the accounts are delayed, and that it is therefore neceſſary that the Mutteſeddies ſhould be ſent without delay, that they may ſettle the accounts, and fix the Company's aſſignments. The delay which has happened in diſpatching the anſwer, is owing to the negligence of my Moonſhy, who was at the time indiſpoſed, and to the departure of Mr. Shee to the preſence. Mr. Shee is gone to the preſence, and the bundobuſt of this place is in agitation, ſo that the Mutteſeddies could not be ſent without great detriment to the affairs of the country. Their departure has therefore been delayed, but they will ſoon be ſent to your preſence.

No. 5.

COPY of a Letter from the Nabob Vizier to the Nabob Mozuffer Jung, dated the 14th Zeheedga.

I have repeatedly written to you to ſend your Miniſters for the adjuſtment of the accounts, but as yet no one is arrived. It is neceſſary that, on the receipt of this, you ſend without delay your Vakeel and Mutteſeddies, that on their arrival they may ſettle the accounts. No delays muſt be uſed in this.

N. B. In anſwer to this letter, what the Nabob Mozuffer Jung wrote, proving his want of authority, is ſent in the original.

No. 6.

COPY of an Arzee from Mozuffer Jung to the Vizier.

Your letter, directing me to ſend my Mutſeddies and Vakeel, has honoured me by its arrival, and given me the moſt ſincere pleaſure; as I know that giving ſatisfaction to your Highneſs is above all things for my advantage; I am therefore ready to ſend my Mutteſeddies and Vakeel to your preſence, and in no caſe am I wanting in obedience to your orders; but as Mr. Shee, who has the chief management of all affairs here, is gone into the pergunnas, when he returns I will repreſent to you the ſtate of this matter.

No. 40.

To the Vizier: Written at Chunar, 10th November, 1781.

Your Excellency, who is well acquainted with the juſtice and generoſity of the Engliſh nation, will not be ſurprized or offended at this addreſs, in favour of an unfortunate Prince, whoſe anceſtors and himſelf have deſerved well of you, your father, and the Company.

It is ſix years ſince the Nabob Mozeffer Jung applied to me to interpoſe my good offices with your Excellency, to relieve himſelf and his country from the oppreſſions which they labour under from your miniſters and ſervants. I have been averſe to any interference which could poſſibly be diſpleaſing to you, in the hopes that the real ſtate of Mozeffer Jung's diſtreſſes would reach you by other means; and I knew that to be informed of injuries, and to redreſs them, was with your Excellency the ſame thing; but finding that ſo long a time has elapſed without any alleviation of the Nabob's misfortunes, I begin to fear that they will never reach your ears, except from myſelf, or that his conduct may have been miſrepreſented to you; the regard which I have for the honour and humanity of your Excellency's character, will not permit me to let them remain any longer concealed.

With reſpect to the treaties entered into by yourſelf and father with Mozeffer Jung, and ſtill ſubſiſting, your Excellency is fully acquainted with the nature of them, and how far they have been fulfilled on both ſides, I therefore ſhall not touch upon that ſubject; the circumſtance of which I wiſh your Excellency to be informed is, the diſtreſſes and indignities which have been brought upon Mozeffer Jung by the conduct of your ſervants, who aſſuming the ſole management of his affairs, under pretext of ſecuring your tribute, have impoveriſhed and deſolated his country, and inſulted and degraded his perſon and authority. Theſe things are notorious, and call loudly on you for redreſs. What I have to requeſt of you is, to lay the moſt poſitive injunctions on your Miniſters to refrain from all kind of interference in the internal management of the Subadarry of Furruckabad, and to leave the Nabob to the free exerciſe of his righte and authority, that he may not be controlled in theſe points by any influence of our Government. I have at your deſire recalled Mr. Shee from the office of Collector of the Company's aſſignments at Furruckabad.

No 41.

To the Nabob Mozeffer Jung.

Chunar, 10th November 1781.

I have received your ſeveral letters, which I have duly attended to, as well as to the repreſentations which have from time to time been made to me by your Vakeel Shughutt Ul Khan.

The repreſentations which have been made to me of the injuries and indignities which you have ſuffered, have made a deep impreſſion on my mind. I was in hopes that thoſe perſons who had cauſed them, ſenſible of the injuſtice, would before now have changed their conduct; but as they were not ſubject to the authority of my Government, it has not been in my power to oblige them to afford you redreſs. I have at length determined to employ the only means in my power for your relief, which is to inform the Nabob Vizier of your real ſituation, and the diſtreſſes to which his ſervants have reduced you, and to requeſt him in the moſt earneſt manner to prevent any interferrence from his Court in the management of your affairs, and leave you in the full exerciſe of your rights and authority, without any undue influence or controul over you. I have recalled Mr. Shee from his office of Collector of the Company's aſſignments at Furruckabad.

You will now be left in the uncontrouled management of your affairs, and it will be incumbent upon you to give the ſtricteſt attention to them, both for your own honour and intereſt, and the welfare

welfare of your people. To effect theſe purpoſes, I recommend it to you to employ able men of approved good character.

Subghut Ally Cawn, your Vakeel, who has been with me for years, appears to have conducted himſelf with fidelity and attachment to you, and, as I underſtand, was much employed and truſted by your father: His ſervices entitle him to reward and conſideration from you; and his zeal and abilities, if placed in a proper ſituation, may produce important advantages to yourſelf and to your country.

From the Nabob Vizier: Received 12th January 1782.

After the death of the late Ahmud Cawn, his relations, the Afghans of Maw and other places, united in oppoſition to the Nabob Muzzuffer Jung, and endeavoured to expel him from his poſſeſſion. The deceaſed Nabob, Sujah ul Dowla, ſent forces to the ſupport and aſſiſtance of Muzzuffer Jung, and reduced and drove out his relations, the Afghans of Mow, &c. by the edge of the ſword, ſo that, by the favour of the Almighty, and the aſſiſtance of the late Nabob Sujah Dowla, Muzzuffer Jung was preſerved.—Since that period I have not been deficient in ſupporting him. A thouſand men of the Nujeb's infantry, with the neceſſary artillery, have conſtantly been ſtationed at Furruckabad by me, and I pay theſe troops myſelf. The ſum which Muzzuffer Jung ſtipulated and agreed to pay under his hand annually, and without diminution or delay, I left to his direction to diſcharge according to agreement; but, negligent himſelf, his miniſters worthleſs and rapacious, miſmanaged the affairs of the country, and as much of the revenues as they did collect they appropriated to their own uſe. Having demands upon me from the Company, I made over the ſums payable by Muzzuffer Jung, in part of my aſſignments to them; ſtill the payments are not made good. Without remedy I ſent a reputable perſon to take the aſſigned lands into his poſſeſſion, and to collect from thence the ſums ſtipulated in the agreement between me and Muffer Jung. This too was effected with infinite difficulty; for, notwithſtanding this regulation, his miniſters ſtill kept in arrears. From the year 1187, when Mr. Shee went to reſide there, a large and accumulated arrear has become due from Muzzuffer Jung; and all this miſchief proceeds from the inattention of the Nabob, and the ignorance of his miniſters. The country too is ruined. If, regardful of his concerns, he had kept about him good and able ſervants, the country was capable of yielding from 14 to 15 lacks of rupees; he might have paid the neceſſary ſums with regularity, and have continued himſelf in eaſy circumſtances. Now the country is laid waſte, and the Afghan Aumuls, who are acting there, defraud the revenue under his eye, and with his immediate knowledge. As the Mahal of Furruckabad and that of Etawa are intermixed and join together, and in the regulation of the country there are frequent mutual complaints concerning refractory Zemindars, who fly from one to the other. On this account I have put the management of the diſtricts of Furruckabad into the hand of Almas Aly Khan, that he may reduce the affairs of Muzzuffer Jung into order, and from the revenues of that country provide for his ſubſiſtence, and for the payment of the ſums due to me. Now that the arrears are encreaſed by the payments at preſent become due, it is impoſſible that the whole can be diſcharged in the ſpace of one year. I am ſolicitous to promote the ſatisfaction and provide for the neceſſary expences of the Nabob Muzzuffer Jung. I ſhall not be urgent in my demands of the ſums due to me; his neceſſary expences will be firſt provided for, all theſe regulations and this plan have been adopted to obtain payment of the ſums due to me by the ſtipulations of the treaty, otherwiſe I have nothing to do with his poſſeſſions.—Merely for the arrangement of the concerns, and to diminiſh the difficulties of Muzzuffer Jung has this meaſure been taken; therefore I give you this information.—Whenever the means for diſcharging my demands ſhall be eſtabliſhed, and the payment be made, I have nothing further to do with his hereditary poſſeſſions.

N°. 3.

To the Vizier, Written 17th January 1782.

I have received your Highneſs's letter, which afforded me much pleaſure by its contents, informing me that your deceaſed father, after the death of Nawab Ahmud Cawn, upon diſcovering the intentions of the Afghans of Mow, &c. had ſent his army againſt them, and diſperſed them, and that afterwards your Highneſs had omitted nothing that was neceſſary for the protection of the Nawab Mozuffer Jung, and whatever the ſaid Nawab had agreed to, you gave a treaty for; but on account of the inattention of the Nawab and the negligence of his officers, his whole tribute was not paid, and that from the time of Mr. Shee's authority large ſums were in balance in the Nawab's hands; that as the Mahals of Furruckabad and Etawa depend upon your Highneſs, you had given the management of them to Almaſs Alli Cawn, who would properly execute the bundebuſt of the tribute, and ſupply the Nawab Mozuffer Jung's expences; that you had done this for the ſure payment of the ſtipulated ſums, otherwiſe your highneſs has no concern in the country of Nawab Mozuffer Jung. I underſtand all theſe particulars. Some time ago Mr. Shee, who was ſtationed at Furruckabad for collecting the revenues, was recalled at the wiſh and deſire of your Highneſs and the Nawab Mozuffer Jung; becauſe the reſidence of a perſon there in the character of Sezawal, whether on the part of your Highneſs or on that of the Engliſh Company, is far from adviſable or agreeable to juſtice, and is a cauſe of diſcredit to both parties. Certain it is, that no one can interfere in the inheritance of him. Probably that in the demand of the tribute, purſuant to the treaty, ſome ſuſpicion may have ariſen. I give myſelf no concern for theſe matters; whatever has been ſettled between your Highneſs and the Nawab will doubtleſs be fulfilled; it is not conſiſtent with your dignity to ſend Aumils there, becauſe the Aumils for collecting of money, and making their profit, will keep the country in their own authority, and will plunder it, which is the cauſe of our diſcredit and diſrepute. At preſent the Nawab Mozuffer Jung ſhould retain in his ſervice officers of experience and abilities, and ſhould appoint on his own part Aumils who are worthy the employment, and cauſe the money to be paid agreeable to agreement; it is therefore unneceſſary that any one ſhould be named on the part of your Highneſs hereafter. If the Nawab Mozuffer Jung ſhould not pay the revenues according to his agreements, I ſhall not interfere in it, but your Highneſs ſhall act as ſhall appear to you proper. Whatever particulars are proper and adviſeable in this buſineſs, I have written them to Mr. Middleton, who will repreſent them to your Highneſs.

N° 21.

To the Nawab of Furruckabad; Written the 27th April 1782.

I lately learnt that Subglrut Ulla Khan has told you that he was obliged to give large ſums in bribes to the Engliſh Gentlemen for procuring the releaſe of your country, and that he demands aſſignments of a ſum as far as 6 lacks of rupees; this is entirely falſe. Out of the regard to the juſtice and wiſdom of the Vizier, I with labour and difficulty procured the relinquiſhment of it from his Highneſs, and the removal of his Aumil, on this condition, that you ſhould pay duly the rent payable to the Nawab's Government, according to the kiſts, and I delivered the country into your hands.—From this tranſaction I had expected reputation to myſelf, but on the contrary I am now diſgraced. Such conduct in Subghut Ulla deſerves ſevere puniſhment, and makes him unfit to be any longer truſted; and you will therefore make him reſtore what money he may have taken, and never ſuffer him to be again employed in the affairs of your Government.—I write this from my friendſhip.

No. 31.

From the Nawab Mozuffer Jung: Received 1ſt Auguſt 1782.

Your gracious letter (to this purport, that you had learnt that Syed Subghut Ulla Khawn had told me, that having agreed to pay a large ſum in bribes to the Engliſh Gentlemen he had procured the releaſe of the country, and that he demanded aſſignments as far as ſix lacks of rupees; that this circumſtance is entirely falſe; that your Highneſs, out of regard to juſtice and reputation of the Nawab Vizier, had, with the greateſt labour, procured the relinquiſhment from that Nawab, and the removal of his Aumil, on this condition, that I ſhould pay duly the rent payable to the Nawab's Sircar agreeable to the kiſts, and had delivered the country to me; that in the execution of this matter you had expected reputation to yourſelf, but on the contrary now diſcredit would come upon you) honoured me by its arrival, and threw me into the greateſt aſtoniſhment. I ſwear to God that the ſaid Meer has not ſpoken one word on this ſubject, and it is certain, that he has not agreed to give one rupee to any gentleman; but the perſons who have ruined my houſe by all theſe falſities are endeavouring to deſtroy it again. They before this accordingly reported a calumny at your preſence, that Meer Subghut Ulla Khawn had ſaid, that he procured the relinquiſhment of Conaoge, &c. Mahals, and from his loſſes had happened in the collections: But as this was entirely falſe, it was proved at your preſence to be a calumny. In the ſame way, by the publication of this report, they are attempting to ruin my houſe; but by the bleſſing of God, your Highneſs is juſt and equitable, and I am entirely your ſervant, therefore falſities will not gain credit. Before this your gracious letter had arrived through the hands of Syed Subghut Ulla Khawn to this purport, that from the conſideration of my diſtreſſed ſituation, and with a regard to the preſervation of my honour and credit and your own juſtice, you had reſtored me my country without the participation of any one, that I ſhall exert myſelf in the management of my affairs, and the protection of the Ryotts; that I ſhall tranſact the concerns of my Sircar through the means of Subghut Ulla Khawn, by whom they would aſſuredly be properly and efficaciouſly managed, becauſe he, with the exertions of a faithful ſervant, had adjuſted my affairs. This letter gave me the greateſt ſatisfaction.

No. 42.

From the Nawab Muzuffer Jung, of Furruckabad: Received 23d October 1782.

I have addreſſed many letters on the ſubject of my ſituation, which your highneſs will have peruſed; that by your favour and protection I had been raiſed, and firmly placed in the Government of my country. If any delays have happened in the payment of my tribute, they have been occaſioned by the miſrepreſentations of ſeveral perſons, and by many untoward accidents. —At this time the Sezawul of the Nawab Vizier being returned, has more than ever applied himſelf to the ruin of my country and property.—In this caſe, who is there except your Highneſs can protect and ſupport me?—I am hopeful that, recollecting your former favours, you will ſend orders to the Nawab Vizier to recall the Sezawul; that the cultivation of the country, the happineſs of the Ryotts, and my advantage, depend upon it. The money to the Sircar I will, without delays or excuſe, pay regularly; my kiſts through Gopaul Doſs Sahoo, to whom I have given the treaſuryſhip of my country. Further particulars Sheik Golaum Peir will have the honour to repreſent to your Highneſs.

COPIES

COPIES of Perſian Correſpondence between the Nabob of Furruckabad and the Governor General of Bengal, ſince the 1ſt January 1786; and alſo, a Copy of the Correſpondence between Mr. Willis, the Britiſh Reſident at Furruckabad, and the Government of Bengal, ſince that Period.

EXTRACT of Bengal Secret Conſultations, the 8th February 1786.

READ the following letters from the Reſident at Furruckabad.

Honourable Sir, and Sirs,

In my letter to you of the 16th November, I pointed out the inconvenience that would ariſe, if the commanding officer at Futty Ghurr was allowed to ſend Perwannahs into the diſtricts dependant on the Nabob Muzzuffer Jung. It is diſagreeable to me to trouble you again on this ſubject; a recent diſpute makes an addreſs to you abſolutely neceſſary.

Whilſt I was in the Pergunnahs, diſtant from hence about thirty miles, a diſpute aroſe reſpecting duties on bamboes. The Cutwal of the Ghauts near Furruckabad, where they were landed, refuſed to pay them; in conſequence, a guard of Sepoys ſeized the Cutwal, conducted him into camp, and forcibly carried off the bamboes. On my return to Furruckabad, the Nabob ſent the Cutwal of the city to me with heavy complaints.—I muſt beg leave here to mention, that the collections of this city and the Ghauts are, at the Nabob's requeſt, paid to himſelf, and are allotted for the immediate ſupport of his Houſehold. I was informed, that this outrage had been committed by a ſubaltern officer belonging to Futty Ghurr, to whom I wrote a private note, which I ſent by the hands of the Cutwal of Furrcukabad: On his arrival in camp, Sir John Cumming immediately ſeized him, and he has ever ſince kept both the Cutwal of Furruckabad and the Cutwal of the Ghauts in confinement.

His letter, which I encloſe you, will ſhew the reaſon he alledges for his conduct; my anſwer, conſidering the outrage committed on one of the Nabob's officers, and the inſult immediately offered to myſelf, by ſeizing a man going with my letter, will ſhew my deſire of accommodating this buſineſs. I have now to requeſt your immediate deciſion, as the Cutwals will, I underſtand, remain in confinement till your pleaſure is known. You muſt be ſenſible, Honourable Sir, and Sirs, of the loſs that muſt accrue, and the confuſion that muſt ariſe, by the confinement of the principal officer of the city of Furruckabad, and how impoſſible it will be to conduct the buſineſs of this diſtrict, if a power of confining the Cutwals and Aumils is lodged in the commanding officer of Futty Ghur. You will ſee by Sir John Cumming's letter, that not only a power of ſeizing is claimed, but that he even goes further, and declares, he will try and puniſh by a court martial. In theſe diſtricts, where even the collections are made with the greateſt difficulty, it is very obvious, that Perwannahs iſſuing from an authority not acknowledged in that country, will be ſlighted, unleſs ſupported by a military force. Diſputes on this ſubject will conſtantly ariſe between the people belonging to the camp, and the Nabob's officers; and if opprobrious language given by the latter, whatever provocation they may receive, is to be deemed an inſult to the commanding officer, which he is to reſent and puniſh by ſeizure and confinement, there

can

can be no collections, as not an Aumil will remain in these districts. They never will agree to be amenable to two different authorities. In consequence of the present oppressions, the collectors adjacent to camp have already absconded. Give me leave to add a word more respecting the property of persons not concerned in, or answerable for the collections, being allowed to issue Perwannahs:—Should these Perwannahs be always granted for the immediate supply to camp, which will not in all instances be the case, the advantage to the troops, if any, will be trifling, whilst the loss of revenue will be considerable; and when issued in countries not formed to a regular Government, the consequences will be frequently disagreeable.

In the Vizier's dominions, whenever Perwannahs have been issued from an authority not acknowledged, they have either been slighted, or the farmer has insisted on a considerable remission. Almas Ally has frequently complained on this subject, and has obtained remissions. If Perwannahs are to be issued through these districts, and remissions granted, there will remain nothing for the subsistence of the Nabob and his family. I can give no better proof of this than by informing you, that when I arrived here, the collection of the duties of Furruckabad did not amount to twenty thousand rupees per annum, and that they since have been settled, in consequence of my giving proper support to the Cutwal, at twenty thousand rupees, though the duty on every necessary of life is less than formerly, and the inhabitants, amounting to more than forty thousand, perfectly satisfied.

I have addressed you, Honourable Sir, and Sirs, solely upon the loss and ill consequences that have, and are likely to arise from the undefined liberty of issuing Perwannahs, without particularly adverting to Sir John Cumming's letter. I, however, think it necessary to observe to you, that the Nabob Muzzuffer Jung has not been inattentive to the Europeans stationed at Futty Ghur, but has always allowed them to pass goods through his country, on paying ½ duties. The origin of the present dispute, as I learn, was, whether the bamboes, assured to be the property of a Bengalee Sircar, and for sale, shall pay full or half duties.

I should think, that If Perwannahs are necessary to be issued, there could be no impropriety in the commanding officer applying to the Nabob, through the Resident, for them: And I should also think, that if oppressions are made on the people belonging to the camp, the same mode for obtaining redress might be pursued.

I have again to request your speedy determination of this business; and I hope for your *support*, for if your resident is unable to protect the Nabob's officers in the execution of their duty, no regulation for the good of this country can be carried into effect; whilst the reputation of our Government will be injured by the frequency of disputes.

I am, &c.

(Signed) J. WILLES,

Resdt.

Furruckabad,
17th December 1785.

To John Willes, Esquire, Resident at Furruckabad.

Sir,

I have received your note of yesterday's date, requesting that Kairoo Khan, Cutwal of Furruckabad, confined by my order, may be released.

Permit me to observe to you, that the Board, by a public order, have empowered me to grant Perwannahs for all supplies coming to camp. His Excellency the Vizier was pleased, in consequence,

quence, to order all his Aumils, as well as the Nabob Muzzuffer Jung, to reſpect all perwannahs iſſued by the officers commanding in his dominions. The orders of the Vizier on this head, as well as thoſe of the Board were tranſmitted through me to Mozuffer Jung: no regard, however, has ever been paid to theſe orders by the Nabob Mozuffer Jung; but, on the contrary, all ſupplies coming to camp have been ſtopped by the Cutwal of the city of Furruckabad, heavy exactions levied, the proprietors of the goods confined, and in ſome caſes corporally puniſhed.

At the requeſt of the Vizier, the Board have given orders that no Sepoys be ſent out into the Mofuſſil; but on my complaining to the Vizier of the obſtruction given to the ſupplies, he fully authorized me to ſend out guards, and to ſeize any officers, whether of his own, or the Nabob Mozuffer Jung, who ſhould diſobey his and the Board's orders in this particular. This authority I have executed but in two inſtances, wherein ſome ſupplies for the uſe of the camp had been ſtopped by a petty Zemindar, and the Cutwal Kairoo Khan.

While I continue to command at this ſtation, I am determined to purſue this mode of doing juſtice to, and protecting thoſe under my command; becauſe I have experienced, that all applications to the Nabob Mozuffer Jung, for redreſs of theſe violences, are to no purpoſe.

With reſpect to the Cutwal Kairoo Khan, now in confinement, by my orders, on a charge of having ſtopped ſupplies coming to camp under my perwannah; of having threatened to trend the perwannah under his feet; of having, moreover, had the audacity to come into this camp to demand duties on the ſupplies brought to it; I beg leave to obſerve, that having on all occaſions avoided interference with the Country Government, and being unwilling in the preſent caſe to proceed to extremity, I will releaſe the Cutwal, on the following expreſs conditions:—That the people belonging to camp, at preſent confined in Furruckabad, be releaſed; their property, that has been ſeized, reſtored to them; and the money that has been exacted, returned to them. A liſt of theſe perſons, and an account of their property, and the money exacted from them, ſhall be tranſmitted to you.

Should this juſtice be refuſed, I will order the Cutwal Kairoo Khan, ſeized within this camp, to be tried by a court martial, for the inſult offered to my authority; whoſe ſentence, if approved by me, will be carried into execution. He will afterwards be detained until juſtice be done to the people whoſe property has been ſtopped, and exactions made on them.—This is conformable to the ſpirit of my inſtructions both from the Board and the Vizier.

The releaſe of the Cutwal, therefore, depends entirely upon you and the Nabob Muzzuffer Jung. Should the terms I have mentioned be rejected, it would be unneceſſary to continue this correſpondence. I ſhall ſoon be at the Preſidency, when I ſhall have an opportunity of ſtating the matter perſonally to the Board.

I am, &c.

Futty Ghur,
16th December 1785.

(Signed) JOHN CUMMING,
Colonel.

To Colonel Sir John Cumming, Commanding at Futty Ghur.

Sir,

I have juſt received your letter, in reply to my private note, reſpecting the releaſe of the Furruckabad Cutwal; and I have now to aſſure you publicly, that if he has improperly confined

any people belonging to your camp, the Nabob will direct their releaſe; and that whatever property has been unjuſtly ſeized ſhall be reſtored, and the offender puniſhed.

I am, &c.

Furruckabad, 16th December 1785. (Signed) J. WILLES, Reſid.

To Colonel Sir John Cumming, Commanding at Futty Ghur.

Sir,

I have juſt received your note, and perceive with concern, that you ſtill perſiſt in not releaſing the Cutwal of Furruckabad, who, though not amenable to your authority, you have choſen to confine. In my private and public letters I aſſure you, that all perſons in confinement belonging to your camp ſhould be releaſed; but I cannot learn that there is one; and I alſo aſſure you, that juſtice ſhall be done to your people; but while the Cutwal remains in confinement, how is an inveſtigation to be conducted? Give me leave to aſſure you, that on account of this illegal confinement you are amenable to a Court of Juſtice; and you muſt be alſo ſenſible that you are amenable to the Company for the loſs of revenue, and the confuſion that muſt ariſe in this city by the abſence of its principal officer, for which I declare you anſwerable. I again repeat, that juſtice ſhall be done to your people; it remains for you to conſider whether or not you will releaſe the Cutwal, whom I again publicly claim. I ſhall addreſs the Board by this night's dawke, and ſend a copy of the public letters that have paſſed between us. The Nabob alſo propoſes writing on the ſame ſubject.

I am, &c.

Furruckabad, 18th December 1785. (Signed) J. WILLES, Reſid.

To Mr. Edward Hay, Secretary, Fort William.

Sir,

In obedience to the Honourable Board's order, I have replied to the extract of Colonel Sir John Cumming's letter of the 15th December; which reply I have the pleaſure of encloſing, and requeſt you will lay it before them.

I am, &c.

Furruckabad, 20th January 1786. (Signed) J. WILLES, Reſident.

EXTRACT

EXTRACT of a Letter from Colonel Sir John Cumming to the Commander in Chief.

Para. 4th. With reſpect to the Ghauts, there are five of them: they have always been under the orders and directions of the officers commanding at this ſtation: ſome of them are on the flanks of the camp: one of them, called Huſſeinpore Ghaut, is in the centre of the camp. I believe few people paſs at theſe Ghauts, but thoſe coming and going to camp, becauſe there is little intercouſe between the Vizier's country and the Nawaub Muzuffer Jung's; the murders and robberies committed daily in his country preventing it; and at the Ghaut called Huſſeinpore, none paſs but people belonging to the camp. A few days after Mr. Willes's late arrival, I received a letter from Muzuffer Jung, demanding that theſe Ghauts ſhould be given up to him; and at the ſame time an armed force took poſſeſſion of them as I was informed, in the name of the Reſident. A guard of the Nabob's Sepoys were ſent into camp to take poſſeſſion of Huſſeinpore Ghaut. They were poſted cloſe to head quarters. I repreſented to the Reſident, the folly of ſending a guard into camp, and requeſted he would withdraw them. This he refuſed. I ſent them out of camp; they were *three* times returned; and at laſt ſaid they had orders to ſtay till they were beat, and then go and complain to him. Theſe poor people only obeyed the orders they had received, and were in no danger of being puniſhed by me. The officer of the day going his rounds, and finding a guard, not belonging to camp, within his centries, confined them. On a meſſage from the Reſident, that he would withdraw them, they were releaſed by my orders. The raſhneſs and impropriety of ſending an armed force into a camp, without permiſſion of the officer commanding, can require no comment to you.

REPLY in Obedience to the Orders of the Honourable Governor General and Council.

The Ghauts are ſix in number: and though ſome are near, others are at two cols diſtance from the camp. The collections of all theſe were made by the Hindoſtanee Sezawal Mirza Mahomed Beg, my predeceſſor; and if it be thought neceſſary, the Jumma Kuruz, made over to me, on my arrival, will prove the aſſertion. When Mr. Haſtings was at Lucknow, and took this country more immediately under his conſideration, the Naib, to whom he committed the whole arrangement of this diſtrict, had a perwannah for all theſe Ghauts ſent him from the Vizier through me. With regard to Huſſeinpore Ghaut, it is within the lines of camp; and, in my letter to the Board, of the 16th November laſt, I pointed out the inconvenience that would ariſe from a divided authority. Previous to this, I got the Nabob to withdraw his people; and the collections of that Ghaut have, from my firſt arrival to the preſent moment, been made by the Camp Cutwal. The oppoſite ſhore being the purgunnah of Cocut Mow, belonging to the Nabob Muzuffer Jung, and not the Vizier's country, of neceſſity there muſt be a conſtant intercourſe. I muſt here obſerve the difference between the Camp Bazar, and the Ghaut duties; the latter being of a ſimilar nature with thoſe collected on goods paſſing and repaſſing between different markets, at Benares, Patna, or Moorſhedabad; yet, as this Ghaut is in camp, ſome ſupplies for the detachment muſt undoubtedly be landed there. I have now ſtated the caſe, the deciſion reſts with the Board.

With reſpect to the armed force "ſent to take poſſeſſion" of Huſſeinpore Ghaut—the Nabob's Darogah for the Ghauts was twice ſent with the letter from me to Colonel Cumming, acquainting him with the Honourable Board's and the Vizier's orders, and requeſting his directions for the delivery of the Ghauts. On his refuſal, upon the ſecond application, the Darogah was directed, together to the Chabooter, together with ſix Sepoys, who were directed to protect him in his office. Wherever duties are collected, there is a guard ſent to aſſiſt the officer of Government. To the guard ſent on this occaſion I gave written directions not to moleſt or offend any perſon; but not voluntarily to quit the Ghaut without my orders, or being put under arreſt.

5th. The

5th. The four Ghauts on the flanks of the camp I gave up to avoid any diſpute with the reſident; that within the camp could not be given up without the greateſt impropriety. In fact, neither Muzuffer Jung, nor the reſident, have any right to any of them? nor do I believe the claim was ever made before. There is now a ſtop put to all ſupply coming from any part of Muzuffer Jung's country, by the exaction made on the Bundias; and they are driven from the Vizier's county acroſs the Ganges.

6th. During the time I have commanded at this ſtation, I have in no inſtance interfered with the country Government. I have no connection, nor ever had, with Mozuffer Jung, or any of his family, or any perſon under his Government. I may add, with equal truth, that I have in no inſtance interfered with any officers of the Vizier's, or derived the ſmalleſt advantage from any of them directly. I have been inveſted with very great powers by the Vizier, with reſpect to his Aumils; but theſe powers have never been exerciſed by me, in one inſtance, to this hour; becauſe I judged my interference improper and inconſiſtent with my ſtation. The diſcipline of the officers and troops under my command, the protection of the frontier, and obedience to the orders of the Board, the Commander in Chief, and his Excellency the Vizier, under whoſe orders I am placed by the Board, has engroſſed my attention, and it has been confined to them. I have much to ſay on this ſubject; but ſhall only add, for the preſent, that I believe you have been greatly miſinformed with reſpect to the conduct I have obſerved; and, as you poſſeſs every means of information, it would be abſurd in me to make the declarations I do, could they be contradicted. Concluding it to be your wiſh, and that of the Board, that I ſhould quit this ſtation as ſoon as poſſible; and having but little time to prepare for a voyage to Europe, I ſhall deliver over the command to Lieutenant Colonel Briſcoe, between this and the 28th inſtant, and proceed to the preſidency.

5. To ſtop theſe diſputes, and the iſſuing of Perwannahs by the commanding officer, which are ſo detrimental to the collection, the Nabob offered, that his Cutwal ſhould farm the camp Bazar collections; but the ſum which he could afford to give was deemed inadequate.

In the foregoing I have fully replied to the 5th paragraph; and as the 6th paragraph does not relate to any thing done by my authority, agreeably to the ſpirit of the Honourable Board's orders, I am not required to notice it.

(Signed) J. WILLES,
Furruckabad, Reſident.
20th January 1786.

EXTRACT of Bengal Secret Conſultations, 15th March 1786.

Read the following letter, and its encloſures, from the Reſident at Furrackabad.

Honourable Sir, and Sirs,

I think it neceſſary to addreſs you on the unwarrantable conduct of a Mr. Dejardin, foreigner, who has long been connected with refractory Zemindars of the diſtricts of Marara. I will

ſhortly

ly ſtate what I learnt of him. His recent conduct will, I am ſure, convince you of the impolicy of permitting a foreigner of his deſcription continuing without the provinces.

Mr. Dejardie, above three years ago, as I learn, fled from Furruckabad, to avoid an order of Mr. Briſtow, when Reſident at Lucknow, for his arreſt, and fixed himſelf in Marara, which, theſe ten laſt years, has yielded but a very imperfect obedience either to the Nabob Muzuffer Jung, or the Vizer's Government here. By attention to Hemutt Sing, a refractory Zemindar, he gained poſſeſſion of the fort of Peluah; and under the ſame influence, he has traded and farmed lands, &c. &c. In compliance of an order of the late Governor General, in July, 1784, I directed Mr. Dejardie to proceed to Calcutta. Copies of theſe letters are ſent for your peruſal; but, truſting to his connections and ſituation, Mr. Dejardie held in contempt the orders of Government, iſſued through me, and neither complied with them, or replied to my letter.

His recent conduct will be fully explained by the encloſed letter from Mr. De Luc, a gentleman who came into theſe diſtricts with the permiſſion of the Governor General.—This will ſhew, that Mr. Dedjardie had an armed force; was in poſſeſſion of a fort, which, on appearance of my people, was immediately reſtored to the refractory Zemindar.—Hemutt Sing; that his guards and Hemutt Sing are now united to defend the fort and village; and that theſe unitedly made a daring aſſault upon the life of Mr. De Luc, without any provocation.

To paſs over, unnoticed, ſo open an act of hoſtility, would annihilate entirely the little authority I have, with difficulty, been enabled to eſtabliſh in that diſtrict. Under theſe circumſtances, I have thought it neceſſary immediately to puniſh the Zemindar; and for this purpoſe, a part of the regiment on duty with me, are marched to reduce his fort. As I underſtand that articles of trade belonging to Mr. Dejardie are lodged in the fort, I requeſt your particular inſtructions reſpecting them. Are they to be conſidered as his property, reſtored to him? are they to be given up to the troops? or, are they to be brought to account, in part of the heavy arrears due from Hemutt Sing, the preſent poſſeſſor of the fort? In caſe you think it neceſſary to remove this perſon from the frontier, I muſt further inform you, that he is equally connected with the Zemindars under Almas Alle Khan, with whom he now reſides in Purah, only five coſs diſtant from the fort in queſtion. Thence his whole influence is exerted to the detriment of this country; and thus circumſtanced, he has ſhifted his ground, as occaſion required, either to avoid the authority of Lucknow or Furruckabad,

I am,

Honourable Sir, and Sirs,

Your, &c.

(Signed) J. WILLES,

Reſident.

Seerpurah, 2d March 1786. } Furr' Diſtrict.

Dear Sir,

Under your countenance and protection, I left you the eleventh of this month, to endeavour to eſtabliſh a factory for carrying on, in theſe Purgunnahs, the indico trade. Travelling in diſtricts which are under your authority, I was only accompanied by a few guards, as many as I thought neceſſary to protect me from thieves, abundant in an country. I arrived the ſecond day, before noon, at Pelwah: I found there a village under the protection of a fort. On my enquiries I heard that all thoſe houſes belonged to a Mr. Dejardie, a Fren hman, who had carried on here part of his indico buſineſs. Whoſe is this Godown? Mr. Dejardie's.—Whoſe theſe heaps of merchandize? Mr. Dejardie's.—Whoſe this place? All, all, Mr. Dejardie's.—Who is in the fort? Mr. Dejardie's.—Whoſe thoſe troops? Mr. Dejardie's people. I pitched my tent out of the village, near a mango grove; but going the next morning to walk in the village, and ſee the inſide of the fort, I was not a little ſurpriſed to find the gate ſhut; and on going on a ſide where the car-

penters of Mr. Dejardie's work, and his elephant ſtood, to ſee myſelf threatened from the wall, and ordered to retreat. Surprized at ſuch a conduct, I became more ſo, when I heard that the preceding night Mr. Dejardie's people were gone out of the fort, and had been relieved by Hemutt Sing's people, a refractory Zemindar, in this moment armed againſt your authority. After ſuch an hoſtile behaviour, and unable to determine who was friend or foe, or more properly, more than ſuſpecting Mr. Dejardie's agent's conduct, and that he was on one accord with Hemutt Sing, I began to look for a place where I could remain in ſafety, and I removed here, half a mile from Peluah fort; but here I was not left quiet; daily, numbers of emiſſaries came here, and in all the villages around me, to threaten the people, by telling that I ſhould not remain here long; and that when I ſhould be gone, they ſhould all be cut to pieces, if they ſhould not leave me immediately. Some people remained, having here their houſe and fields in good ſituation; but women, children, and cattle were ſent out; and if I had not a ſtock of proviſion with me, I could not remain here. Being come in this diſtrict under your protection, and the protection of Government, it was but juſt that I ſhould endeavour to give you every information I could procure, which might tend to facilitate your bringing this country to the required ſubordination; as ſoon therefore as I was ſettled here, which was a few days after my arrival, I went with a little eſcort neceſſary for my immediate protection, our whole company not exceeding fifteen men, to look at Peluah fort. I was threatened to be fired on by the garriſon; and when I had paſſed under the wall, and arrived near Mr. Dejardie's Godown (between which and the ditch of the fort there is only a narrow paſſage) imagine how I muſt have been ſurprized to ſee here alſo thirty or forty ſepoys with their matchlocks, in a line along the ditch of the fort, and others near, and in the Godown. I aſked whoſe ſepoys they were, and was anſwered Mr. Dejardie's; inconteſtible proof that Mr. Dejardie's and Hemutt Sing's people are united: but I could not ſuppoſe that ſepoys, calling themſelves Mr. Dejardie's ſervants, would attempt any thing againſt myſelf, or my people, which they know very well to act under your protection; I went therefore in the Godown; and and at the inſpection of it, I propoſed to Mr. Dejardie's man to place a chokey of my people, who might watch from thence, the conduct of the refractory Zemindar; aſſuring him, at the ſame time, that if Mr. Dejardie's people were afraid for the goods they had in the Godown, my people ſhould protect them, or guard their carrying them away; that, in a word, I had no meaning to commit any hoſtility, but only aſked a place for ſome of my ſepoys to remain there. But at this time one of my ſervants came to me, and ſaid that few men were with me; and that Mr. Dejardie's ſepoys were ready with their arms, and threatened to cut off my people. Unwilling to begin hoſtilities, I made my retreat—I was not twenty yards from the Godown when we were aſſaulted by an hundred people, as well from the Godown as from the fort, with ſcymetars drawn, and with the cries *marr*, *marr*, on all ſides. So unequal would have been the fight, fifteen people againſt an hundred, who could immediately have been doubled, that we made the beſt retreat we were able, and fortunately without hurt. I think I ſhould be wanting both to you and myſelf, were I to paſs over ſo extraordinary a circumſtance happening in a place where I had every reaſon to expect a decent reception. It appears clearly, that there is a determined plan to prevent any body from ſettling in this country; and that Mr. Dejardie is cloſely connected with Hemett Sing. I am informed that Mr. Dejardie has acted before in a military capacity, in the ſervice of ſome of the powers in the neighbourhood of Delhy; how far ſuch a character, ſo connected with your refractory Zemindars, may affect your authority in this diſtrict, you will be the beſt judge. I am informed he keeps five hundred ſepoys, and a number of country horſemen, conſtantly in pay; with ſo powerful an opponent of my views, I fear it will be a long while before I meet with the ſucceſs yourſelf and my other friends gave me hopes of. I will perſevere however, in hopes that time will eſtabliſh your authority here; and convinced that the people are not averſe to my reſiding among them, ſeeing clearly the benefit they would derive from ſuch an eſtabliſhment, whoſe object is extended to recovering the country and its inhabitants from their preſent ſtate of wretchedneſs.

Before I conclude, I ſhould mention to you, that though this place, and many coſs around, are immediately in the poſſeſſion of Mr. Dejardie, he himſelf has lately removed his family to Pooorah, a place rented by Almaſs Ally Cawn; and I underſtand, in your diſtricts; but being not above five coſs hence, is near enough to retain all his influence here. Adieu.

Dear Sir, I am truly yours,

(Signed) J. F. DE LUC.

Setarpoor,
22d February 1786.

EXTRACT

EXTRACT of a Letter from Governor General—Lucknow dated 15th July 1784.

I further requeſt that you will not permit any European to reſide within the juriſdiction of the Nabob Muzuffer Jung, without his conſent, and without expreſs permiſſion from the Board, or from me.

(Signed) WARREN HASTINGS.

To Mr. Dejardie; Marara.

Furruckabad, 18th July 1784.

Sir,

I have the Governor General's orders for directing you to come into Furruckabad, and from thence proceed to Calcutta, without you can produce the authority of Government for your reſidence without the provinces.

I am, Sir,

Yours, &c.

(Signed) J. WILLES,
Reſidt.

Agreed, That a copy of Mr. Willes' letter, and of the papers encloſed in it, be ſent to the Governor General, and Agent at Lucknow; and that he be directed to apply to the Nabob Vizier, and to Almaſs Ally Cawn, to exert their authority for the removal of Mr. Dejardie, as well from any place immediately dependant upon Almaſs Ally Cawn, as from any other place within the dominions of the Nabob Vizier, giving ten days notice to Mr. Dejardie to take his departure, on pain of being ſent down to this Preſidency if he ſhall not obey the order, or ſhall take up his reſidence in the neighbourhood of the Nabob's territories. Colonel Harper is alſo to be directed to uſe his influence with the Vizier and Almaſs Ally Cawn, to forbid and prevent his return to any place or places under their authority, or in the neighbourhood of it, on pain of ſuffering the ſame puniſhment on a diſobedience of his Excellency's commands.

With reſpect to any property belonging to Mr. Dejardie, that may be in the fort of Peluah, the Board obſerves, that it does not depend on them to interfere, or give any orders concerning it.

EXTRACT of the Proceedings in the Secret and Political Department, the 4th April 1786.

Read the following letter from the Reſident at Furruckabad.

The Honourable John Macpherſon, Eſquire, Governor General, &c. &c. and Council.

Honourable Sir, and Sirs,

I had the honour of addreſſing you on the 2d inſtant, to inform you that I was under the neceſſity of detaching a battalion againſt Peluah, a Gurree belonging to a refractory Zemindar.

This

This place, after a reſiſtance of three days, was taken, and two other Gurrees were evacuated in conſequence: but the puniſhment of Hemutt Sing will, I am afraid, be of little avail, if the foreigners, whoſe intereſt it is to abet him in his refractorineſs, be allowed to continue in the diſtricts.

Mr. Dejardie, and his partner Mr. Perceret, have for a conſiderable time been under Mers, in Mararah; and by the enclosed letter from Mr. Perceret, dated 22d January, you will perceive that it is their deſire to continue to. I muſt here obſerve, that the above letter was not ſent to me until the fort had been reſtored to Hemutt Sing, and the aſſault made on Mr. De Luc. Mr. Perceret ſent this letter from Lucknow to his partner, inſtructing him only to deliver it in caſe there ſhould be a neceſſity of ſettling with the legal Government. If it were not improper for foreign Europeans to form theſe connections on the frontier, the conduct of theſe gentlemen, in preferring the protection of a refractory Zemindar to that of your Government, would exclude them from any right to ſuch a favour.

In conſequence of the aſſault on Mr. De Luc, Mr. Perceret is come over from Lucknow to vindicate himſelf and his partner, and, on the authority of his Munſhy Tickhun, denies many of the facts as ſtated in Mr. De Luc's letter which I have already forwarded to you. In a public light, whether theſe facts have been juſtly ſtated or no, does not appear material, when the principal charge is admitted; for Mr. Perceret allows that they abandoned the fort; and if his enclosed account, delivered to me for the purpoſe of claiming the grain depoſited therein, is to be credited, they left their effects to the protection of Hemutt Sing. It will be obvious to you, that the grain, amounting to about twelve thouſand maunds, is the produce of the land, which is much in arrears to Government, and of courſe, whether belonging to Hemutt Sing or Meſſieurs Perceret and Dejardie, his under farmers, is equally liable to the claims from the provinces. The inconvenience they muſt ſuffer, will, I hope, weigh with you, and that you will allow them to re-poſſeſs what Mr. Perceret has repreſented to be their property.

The enclosed copies of my letters to Major Duncan will ſhew that I have taken every precaution to prevent the appropriation of any thing that might be found in the fort, until your pleaſure ſhould be known.

I have the honour to be, &c.

Seerpoorah, 12th March 1786. (Signed) J. WILLES, Reſident.

To Major William Duncan, commanding the Detachment, Seerpoorah.

Sir,

I requeſt you will order ſuch part of your regiment to march againſt the fort of Piluah, as you may think neceſſary for its reduction. It belongs to Hemutt Sing, a refractory Zemindar of Mararah, whom I underſtand to be connected with a Mr. Dejardie, a foreign European, reſiding in that neighbourhood; ſhould any of this (Mr. Dejardie's) property be found in the fort, I requeſt you will take ſuch ſteps as to prevent its being any ways appropriated till you ſhall hear from me, as I have addreſſed the Honourable Governor General and Council on the ſubject.

I am, &c.

Seerpoorah, 2d March 1786. (Signed) JOHN WILLES, Reſident.

Major

Major William Duncan, commanding the Detachment, Seerpoorah.

Sir,

Encloſed is a liſt of grains, &c. delivered me this morning by Mr. Perceret, the partner of Mr. Dejardie; who informs me, that the quantity therein ſpecified is lodged in and about the fort of Piluah. I have no doubt of your taking every precaution to prevent its being ſequeſtered.

I am, &c.

(Signed) WILLES,
Reſident.

Seerpoorah,
10th March 1786.

Lucknow, 22d July 1786.

Dear Sir,

I have taken the liberty to addreſs you. The bearer hereof, named Tickchun, who is a monſhy of mine and M. Dejardie; he has the charge of the payments and accounts of the villages we have farmed in the purgunnah of Mararah. By your being kind enough to order your people to underſtand with him for the ſame, and likewiſe affording your protection to him, would be a particular favour you would confer on,

Dear Sir,

Yours, &c.

(Signed) D. PERCERET.

Grains at Pilhowa			Mds.	
			12,927	30¼
Mds.				
2,618	38¼	Wheat		
5,154	36¼	Barley		
3,796	27¼	Johar		
398	32¼	Moot		
23	33½	Bajera		
59	26	Mong		
2	6	Errah		
6	22¾	Moka		
2	33¾	Cangueny		
68	30	Ill		
58	30	Kodon		
164	12½	Dohar		
90	33	Singara		
30	31¾	Rice		
15	—	Channa		
84	31	Serſon		
3	17¾	Chaina		
277	16	Cojey		
1	1¾	Maſſoor		
1	20	Paſſai		
3	—	Sawn		
70	—	Saltpetre		
			12,927	30¼

Original Account delivered by Mr. Perceret, on the 10th March 1786.

(Signed) J. WILLES,
Reſident.

The Board's orders, in reſpect to Mr. Dejardie, were paſſed in Conſultation 15th March.—Willes was at the ſame time informed, that it did not belong to this Government to paſs any orders for the diſpoſal of Mr. Dejardie's property in the fort of Piluah. If Mr. Perceret be a man of a turbulent diſpoſition, and impedes the public buſineſs, the Reſident ſhould apply to the Nabob of Furruckabad to order his diſmiſſion from the country.

From the Nawab of Furruckabad:—Received 11th May 1786.—Co. Corr. No. 22.

As I have taken ſhelter from every kind of cruel difficulty under the ſhadow of the Company's protection, and have reſted my good and bad, and my intereſts and advantage upon your Excellency, who is the Chief of the noble Gentlemen of the Company, and is extolled through the world, and praiſed in the univerſe for protection and ſupport of your word; I therefore write to your preſence part of my ſituation: That when Mr. John Willes was deſirous of going to Calcutta, he ſaid to me that he was going to Calcutta, in obedience to a ſummons from you; that he was well acquainted with the particulars of my diſtreſſes; that on account of the ſmall collections from the country, I had not the reſources to pay ſo much money and Nuzzeranna, and to ſupport myſelf alſo; that if I would give in writing, for the Governor General, my ſituation, he, that is to ſay, Mr. Willes, would fully make known the particulars of this place at the preſence of the Governor General; and certainly ſome kind of reſource and removal of my diſtreſſes would come to effect from the preſence of the Governor General.—My protector, I who have no aſylum nor protector except the Almighty and the Engliſh Company, and know every one of the Engliſh gentlemen to be my ſupporter, from this conſideration having ſent with Mr. Willes, to your preſence, a letter containing the particulars of my diſtreſſes, I was in hopes that certainly my relief and eaſe would be effected from your preſence. When that Gentleman arrived here on his return from Calcutta, and gave to me your kind letter, full of the greateſt favours, to this purport; that the particulars of my diſtreſſes had fully come to your knowledge; that accordingly ſome plans which you had reſolved upon, for the removal of the impoveriſhment of the country, and for the ſupport of my honour and credit, you had given in charge to Mr. Willes, and had ſent him back to the office, which he holds here with me; that I ſhould be pleaſed and ſatisfied with the information and execution of the plans which you had reſolved upon, and from which you expected great advantages; that, conſidering the advice which that Gentleman ſhould give to me to be your own advice, I ſhould act in conformity thereto; and that you would employ ſuch plans and exertions, without number, for my advantage and eaſe, and the removal of my diſtreſſes, that in the whole world it would be known that you had performed all theſe ſervices for me—the greateſt pleaſure came into my heart from the kind contents of it; and when, conformably to the contents of your letter, I enquired the circumſtances from that Gentleman, he, without mentioning one word of them, entered into authority over the affairs of the country and money, and made the ruler over the affairs of my houſe, a man named Roy Deebchund, who, on account of his great age and bodily infirmities, has of himſelf no ſenſe nor underſtanding, but for a long time been the intimate friend of that Gentleman's Miniſters; and he removed ſome of my companions, who had never been ſeparated. From a regard to obedience, and to giving ſatisfaction to you, I in no way varied from that Gentleman's directions; and he alſo, with peremptory importunities, ſent people and demanded, for himſelf, ſome pieces of cannon which were with me: although I anſwered that the things which were wanted he ſhould ſend for at the time, and that they ſhould at that time be ſent with my own people who are appointed to that charge, yet he would not in the leaſt attend to it, but fixed them in the poſſeſſion of his own people; and a perſon named Simhel Doſs, who was indebted a large ſum on account of balances to me, and had agreed to pay ſixty thouſand rupees of theſe balances, this man he would not at that time permit to be releaſed, and ſoon after, without my conſent, he appointed him to the affairs of the pergunnahs, and I did not receive one daum of that money. What you wrote in your kind letter, conſiſtently with favour and protection of dependants, on the ſubject of the ſervice of my cavalry for the Nawab Vizier, I enquired the particulars thereof from that Gentleman, but he gave me no information. When I ſaw that Mr. Willes, from the advice and repreſentations of wicked perſons, who wiſh to ruin my houſe, was injuring and deſtroying all my concerns, in oppoſition to the purport of your kind letter which had arrived on the ſubject of eaſe and relief to me, I from the firſt ſaid to that Gentleman, that if he were deſirous to take the Nuzeranna, he ſhould commit to me the direction and management of the country, and ſhould receive the money from the Nuzeranna of me, and ſhould give me information of what

might

might be the orders of the Governor General about my ſupport and the protection of my honour, that conformably thereto I might act; or if not, that he ſhould tell me ſo, that I might write my ſituation to the preſence of the Governor General; but to this time that Gentleman has delayed this buſineſs for to-day and to-morrow; accordingly, my ſervants and attendants, and relations, and dependants, are in diſtreſſes of every kind; and keep me, by their demands and importunities, in ſuch a whirlpool of anxiety and difficulty, that my life is come into ſtreights; and although I make known to that Gentleman my ſituation, yet the wicked men who are employed in all his affairs do not bring his mind to any other object except the injury of my affairs, and the deſtruction of my Government. Accordingly, when that Gentleman went for the ſettlement of the Mahals, I being without remedy, ſaid to him that he was hiring new men for the ſettlement of the country, but that he ſhould take with him my people, who were in fact ſervants of the Engliſh Company, and ſhould tranſact every buſineſs and concern through them, and ſave their lives, by giving them their neceſſary ſuſtenance, that I might find releaſe from their importunities, and thoſe who have long been my companions might have food.—At that time Mr. Willis agreed to this buſineſs; but when I ſent the people to him, he ſaid to them, that if they would quit my ſervice, and accept of his ſervice, they might remain; but if not, they might ariſe and depart.—The ſaid people being without remedy, aroſe and came away.—And beſides, he has begun ſuch violence in the town, that hundreds of houſes of the inhabitants of the town, and ſome houſes of my dependants, where they reſided from the time of their fathers and grandfathers, he has pulled down and deſtroyed, and turned out the people; and even to a perſon named Zehoor Ulla, a Seyed, having given thirty rupees, and to a perſon named Mahomed Nejabut, an houſhold ſlave of my own, having given a few rupees, and having treated them with anger, he made them write, and took from, a declaration of ſatisfaction; and having by anger and coaxing got to himſelf the Caazee of the town, and having fixed for the Caazee one rupee in each village from the pergunnahs, he affixes and takes the ſeal of the Caazee to every paper which he chuſes; and of the Ghauts, for the duties of Furruckabad, which had been given up, he, without my conſent, retained with himſelf two hundred Peons from the receipts of the duties. Accordingly the ſaid Peons commit ſuch violences in the whole town, that the people are killed without fault; and theſe particulars of the oppreſſion and tyranny of that Gentleman's Miniſter's, which have been repreſented to the preſence, which certainly have been alſo learnt by your Excellency from the news-papers. Accordingly, my dependants and followers, and the inhabitants of the town, to whom my anceſtors attended even more than to their own children, diſtreſs and afflict me at all times, by making known the particulars of freſh violence; and I, who am in every way dependant on the hem of the garment of the Company, and of you, the ſupporter of juſtice, to whom elſe can I open the repreſentation of my ſituation, except to you? and it is known to God, who knows all ſecrets, that, from theſe misfortunes of grief and mourning, and diſtreſſes of all kinds, ſuch as never were before, ſuch ſickneſs has come upon me, that my life's deſtiny is to begin again Although I conſider it improper to write at all times accuſations and complaints againſt the Engliſh Gentlemen, from whom I know to exiſt the ſtrength and cultivation of my Government, yet as I did not ſee in myſelf any kind of ability to bear, I have, whether I would or not, repreſented the particulars of my ſituation.—I hope that, conſiſtently with your favour to dependants, you will inform me on the ſubject of my exiſtence and cultivation of my Government, which, in truth, is reputation to the Engliſh Company, and to you, in the whole country of Hindoſtan, what you have reſolved in your favourable heart; becauſe it is not known how much money will be received in the Engliſh Company's ſircar, and how much will remain for my exiſtence.—If not, let it be ordered, that I, with my family and children, being arrived at your preſence, may perſonally repreſent my ſituation. At that time, whatever may come into your mind on the ſubject of my exiſtence, conſidering it to be the law of my life, and my intereſt and advantage, I may obtain releaſe from theſe various ſtates, full of vexation. And in this period, from the time of Mr. Willes's arrival here, three letters of favor have been received, and that I have delayed writing the anſwer to them, God knows how great affliction and deſpair have come into my heart, that perhaps what ſuſpicion might find entrance into your mind from my not writing letters of allegiance. Accordingly I now make known to your mind of pure virtues, that the ſaid Gentleman demands of me anſwers to your letters in the manner of his own deſire, in a ſtyle of ſatisfaction.—I, from this conſideration, that the ſaid Gentleman had thrown to the winds my concerns, by the advice of bad-diſpoſitioned people, and ſaid nothing on the ſubject of my ſubſiſtence, and keeps it in delay, if I ſhould write to a word of ſatisfaction from myſelf, and ſhould afterwards repreſent my ſituation, on account of the heavy diſtreſſes and the ruin of all affairs which has happened, and is happening, it would not be proper and becoming: therefore, having made known to your favourable judgment my ſituation, I hope that I may be ſoon exalted and ſet at eaſe by an anſwer to this letter;

otherwiſe

otherwiſe I will go to your preſence, from the heavy weight of my diſtreſſes. If you ſhould order it, I will write on a ſeparate paper, and ſend to your preſence, what, to this time, the ſaid Gentleman has given to me.

To the Nawab of the Furruckabad, written 7th September 1786.—Co. Corr. No. 22.

I received your letter of complaint againſt Mr. Willis, tranſmitted to me through an irregular channel, and written, as I have every reaſon to believe, at the inſtigation of thoſe who wiſh to get poſſeſſion of your country.—I have called upon Mr. Willis for an anſwer to the letter which you have written againſt him. This anſwer he has ſent, and it is fully ſatisfactory.

My friend, I find that all the labours of my predeceſſor Mr. Haſtings, and of myſelf, to ſettle your affairs upon a regular footing, are ineffectual.

I have informed myſelf fully, through other channels beſides Mr. Willis, relative to your affairs, your own conduct, and the ſituation of the province of Furruckabad; I am ſorry that you have not paid proper attention to Mr. Willis, or his advice, nor given the proper ſupport to your Dewan.

A new Governor General is arrived at Madras; he is a nobleman of the higheſt character and rank.—I have called upon Mr. Willis to come to Calcutta, to give a full account of affairs to the ſaid Governor: In the mean time, if you value my advice, you will attend to Mr. Willis's direction, and not alter any regulation which he may have ſettled, until his return.

I ſee clearly where the miſmanagement of your affairs will end, and that it will be impoſſible to prevent your country and your revenues from falling (in conſequence of the ill advice which you follow) as a prey to the ſervants of the Nawab Vizier. I have ſhewn to you every friendſhip in my power, but you will not attend to your own intereſt or dignity.

Sir JOHN DAY's Allowance.

EXTRACT of Court's Letter to Bengal, dated 16th April 1777.

Par. 69. IT having been ſtrongly repreſented to us, that it is abſolutely neceſſary that the Company ſhould have a gentleman of abilities, in the profeſſion of the law, to act for them as an Advocate General in the Supreme Court of Judicature at your Preſidency, we have thought proper to appoint John Day, Eſquire, to hold ſuch office, in behalf of the Company's and as, from the general character he bears, as an able and judicious lawyer, we have every reaſon to hope that he may render the Company very eſſentially ſervice as an Advocate General, we have granted him a ſalary of 3,000 per annum, in full conſideration for all demands and allowances whatſoever, for his ſervices at our Preſidency of Fort William. We have the pleaſure to inform you, that the General Court of Proprietors, at their ſeveral meetings held (in conſequence of the 37th bye law) on

on the 20th November, and 5th December, have not only agreed to confirm Mr. Day in that office, and with the ſaid ſalary, but alſo have agreed to allow him the ſum of 1,500 towards the expence of his paſſage, which we have accordingly paid him, Mr. Day will proceed to Bengal on the ſhip Lord north, by which ſhip we ſhall tranſmit a copy of the authority he will receive from the company, under their ſeal, appointing him to the office aforeſaid.

EXTRACT of Proceedings of the Board of Inſpection, 22d April 1779.

The Advocate General delivers in the following repreſentation.

To the Honourable Warren Haſtings, Eſquire, Governor General, and Members of the Supreme Council.

Honourable Sir, and Gentlemen,

When the Company did me the honour to call me to my preſent ſituation in their ſervice, an idea prevailed, I believe, in every mind at home, as well as in mine, that, while I derived conſequence and influence from the conduct of their law buſineſs (for which they aſſigned me what appeared to them a liberal allowance) I ſhould find the means of a rapid accumulation, in the emoluments that would accrue to me from my being conſulted in the cauſes of private ſuitors.

By ſuch reaſoning I have been led to forego every other plan of ambition or intereſt, and aſſume an office, and undertake a voyage, which, without realizing any one of my expectations, has completely cloſed every proſpect I built upon at home; and I now find, that, like other reaſonings upon a ſcene ſo diſtant, moſt of the advantages I looked for had their foundation only in empty and unfounded ſpeculation.

The law buſineſs of the Company (who have the firſt claim upon me) has ſo encreaſed, and the cauſes in which their intereſts are immediately at ſtake, or in which they are bound to ſtand forward, and defend ſuch of their ſervants as are expoſed to ruinous litigations, for having acted in obedience to orders, or in diſcharge of the duties of their reſpective ſituations, have ſo multiplied, that there remains not a ſingle hour for that private buſineſs, to the emoluments from which I once looked for the improvement of my fortune.

But were it otherwiſe, and were not the public buſineſs more than ſufficient to occupy every moment of my time, the honourable board will ſee that, in the preſent ſtate of things, it is impoſſible, from the firſt aſpect of a cauſe (which may perhaps appear to be merely of a private nature) to ſay in what future ſtage of it the Company's rights may ſeem likely to be affected, and of conſequence, at what time it may become my duty to deſert thoſe who may have committed the management of their cauſe to me, and transfer my entire attention to that of the company.

Under ſuch circumſtances, no private litigant can in juſtice to himſelf reſort to me, neither can I in honour poſſeſs myſelf of the interior of his caſe; this ſource of emolument then being thus ſtopped, it follows, that my ſalary (which in the ſtyle in which my ſtation compels me to live, furniſhes a bare ſupport) conſtitute the whole of my income, without a ſurplus of a ſingle rupee for accumulation.

How far ſo unexpected a ſtate of things may warrant an application to Government for an encreaſe of my appointments, reſts with their liberality and conſideration to determine.

How far I have a claim to an eſtabliſhment (grounding ſuch claim upon a recent precedent, in the caſe of the Company's Attorney) their juſtice will decide, and in what degree it may be for

the intereſt of the Company to concenter all my efforts, and my whole attention, and directing them ſolely to the care of thoſe intereſts, give me what they ſhall deem a ſufficient compenſation, their public ſpirit, and ſolicitude for the rights of their conſtituents, will ſuggeſt.

Upon this ground then I leave it, in the moſt perfect confidence, that what can be done conſiſtently with their duty to mend my ſituation will be done, determined at the ſame time (ſhould this application lead to nothing) not to repine or ſlacken in my duty, but at every hazard perſevere in the diſcharge of it, till the Company's pleaſure ſhall be known, or till ſomething worſe than contracted means ſhall force me from my ſtation.

I have the honour to be,

Honourable Sir, and Gentlemen,

19th April 1779. With the moſt perfect reſpect,

Your moſt obedient, and

moſt humble ſervant,

(Signed) JOHN DAY.

Governor General.

I deſire that the Secretary will ſend this letter, with the extract of the Company's orders, reſpecting the ſalary of the Advocate General, in circulation, for the opinion of the Board upon the following queſtion!

Whether the 69th paragraph of the general letter from the Court of Directors, of the 16th of April 1777, which directs, "That the Advocate General be allowed a ſalary of three thouſand "pounds per annum, in full conſideration for all demands and allowances whatſoever, for his "ſervices at this Preſidency," is intended to limit the allowance or allowances of the Advocate General to the ſpecfiic ſum of three thouſand pounds per annum, for all ſervices to be performed by him, of whatever nature; or, whether it is intended for the ſalary of his office of Advocate General only, and his other allowances left to be regulated at the diſcretion of the Board?

Previous to the opinion which I ſhall give in its proper order on this queſtion, I think it incumbent upon me to offer it as my opinion, that it will not be in the power of the Advocate General to fulfil the duties of his office as as he ought, if he is allowed to undertake the defence of private ſuits; and that he ought to be reſtricted in like manner with the Company's Attorney, ſolely to the buſineſs of the Company.

The opinions on the Governor General's queſtion are recorded in the conſultation of the 20th of May.

EXTRACT of Proceedings of the Board of Inſpection, the 20th May 1779.

The letter from the Advocate General, recorded in conſultation the 22d of laſt month, having been ſent in circulation, with the minute delivered thereon by the Governor General, and the 69th paragraph of the Company's general letter of the 16th of April 1777; the following opinions were returned by the members of the Board.

Sir

Sir Eyre Coote. April the 23th, 1779.

The Advocate General's argument is so perfectly clear, in the propriety and even necessity of restraining his labours to the Company's business alone, that I cannot but entirely agree with him, and of course think him entitled to some compensation for the fees that an exclusive attention to their business will be the cause of taking from him, and which I apprehend he, as a member of the law, is allowed to receive by the late act of Parliament; but independent of this I am clearly of opinion, that the 69th paragraph, fixing his salary to 3,000l. solely and positively alluded to his personal pay, the requital of his own immediate labours in the discharge of his duty, and not to the official charges which that duty may exclusively entail.

(Signed) E. C.

Mr. Wheler. 24th April 1779.

I entirely agree with the Governor General, that it will not be in the power of the Advocate General to fulfil the duties of his office as he ought, if he is allowed to undertake the defence of private suits; and that he ought to be restricted, in like manner with the Company's Attorney, solely to the business of the Company.

The 69th paragraph of the general letter from the Court of Directors, of the 16th April 1777, is so clear, and so decisive of the intention of the Court of Directors and Proprietors regarding the salary to be allowed to the Advocate General, that I am astonished any question could arise from it: I shall therefore answer it as nearly as possible in the words of the paragraph; viz.—I am of opinion that three thousand pounds per annum was meant to be on full consideration of all demands and allowances whatever, for the services of the Advocate General at this Presidency, neither subject to the future controul of the Court of Directors, or of the Governor General and Council of Bengal but alterable, revocable, by a Court of Proprietors only.

But it is as certain, that they did not mean to restrain the Advocate General from those solid advantages which he might expect to derive from his professional abilities; neither do I think that he ought to be restrained, without a prospect of an adequate consideration.

Mr. Francis.

I can only answer the Governor General's question in the terms of the Company's orders, viz. that the salary allowed to the Advocate General was intended to be *in full consideration "for all "demands and allowances whatsoever, for his services to this Presidency."*

Mr. Barwell.

I agree entirely with Sir Eyre Coote.

Governor General.

The question proposed in my minute of the 22d of April, has been misunderstood by Mr. Francis and Mr. Wheler, and has been so clearly explained in the minute of Sir Eyre Coote, that I think it sufficient to refer to that, both for the meaning of the question, and for my opinion upon it.

Resolved accordingly, That it is the opinion of this Board, that the 69th paragraph of the Company's General Letter of the 16th of April 1777, fixing the salary of the Advocate General to three thousand pounds per annum, solely and positively alludes to his personal pay, the requital of his own immediate labours in the discharge of his duty, and not to the official charges which that duty may exclusively entail.

EXTRACT

EXTRACT of Proceedings of the Board of Inſpection, the 17th June 1779.

Governor General.

The Board having, in conſultation the 20th May, reſolved that the 69th paragraph of the Company's General Letter of the 16th of April 1777, fixing the ſalary of the Advocate General to three thouſand pounds per annum, ſolely and poſitively alludes to his perſonal pay, the requital of his own immediate labours in the diſcharge of his duty, and not to the official charges which that duty may excluſively entail; I move, That he be allowed an eſtabliſhment of two thouſand five hundred current rupees per month, for all official charges incident to his office.

Mr. Wheeler.

I adhere to my former opinion on this ſubject.

Mr. Francis.

And I.

Mr. Barwell.

And I.—I have no objection to the ſum propoſed.

Reſolved, That the Advocate General be allowed an eſtabliſhment of two thouſand five hundred current rupees per month, for all official charges incident to his office: And,

Ordered, That the ſame do take place from the time of the arrival of Sir John Day in Bengal.

EXTRACT of Proceedings of the Board of Inſpection, the 1ſt July 1779.

The Secretary begs leave to obſerve, That it appears, from the opinions delivered upon the queſtion reſpecting the eſtabliſhment lately fixed for the Advocate General, to have been the ſenſe of the Board, that the Advocate General ought not to be allowed to undertake the defence of private ſuits; and that he ſhould be reſtricted, in like manner with the Company's Attorney, ſolely to the buſineſs of the Company; but as this clauſe was not directly propoſed, either in the introductory queſtion upon the ſignification of the Company's orders with regard to the Advocate General's ſalary, or in the ſubſequent one, which ultimately fixed his eſtabliſhment, it does not ſtand as a part of the Board's reſolutions, nor has any communication been made of it to the Advocate General. The Secretary believing, however, this clauſe to be the condition on which the eſtabliſhment was intended to be allowed, he requeſts to receive the opinions of the Board expreſſly upon it; and if it ſhould be reſolved in the affirmative, he further requeſts to know, whether an obligation to the above effect ſhall be taken from the Advocate General, or whether an intimation of it by letter only will be ſufficient.

The queſtion is accordingly put, Whether the Advocate General ſhall be reſtricted, in like manner with the Company's Attorney, ſolely to the buſineſs of the Company?

Mr. Wheler.

As I was not a party in voting an increaſe of ſalary to the Advocate General, I deſire to be excuſed from giving any opinion upon the preſent queſtion.

Mr.

Mr. Francis.

The majority of the Board who voted the augmentation know beſt upon what conditions they meant to give it: I did, for my own part underſtand that it was meant to be a compenſation for the loſs which the Advocate General might be ſuppoſed to ſuffer by declining private buſineſs. He himſelf propoſed the reſtriction, and I think it reaſonable.

Mr. Barwell.

I did not take the reſtriction into my conſideration, when I gave my aſſent to the increaſe of his ſalary. If it is now a queſtion, whether ſuch reſtriction is reaſonable, the admiſſion of it by the Advocate General himſelf, in his application for an increaſe of ſalary, muſt decide it. He ſtands engaged to the terms of it.

Governor General.

It was the ground of Sir John Day's application; and I underſtood this reſtriction as neceſſarily involved in the reſolution of the Board; it is therefore my opinion, that the Advocate General ſhould be reſtricted, in like manner with the Company's Attorney, ſolely to the buſineſs of the Company; and that an obligation to that effect ſhould be taken from him.

Reſolved, That the Advocate General be reſtricted, in like manner with the Company's Attorney, ſolely to the buſineſs of the Company.

Ordered, That the Attorney be directed to prepare an obligation to that effect, to be taken from the Advocate General.

EXTRACT of General Letter from Bengal, dated 14th January 1780.

Par. 110. Sir John Day having addreſſed us upon the ſubject of the ſalary annexed by the 69th paragraph of your letter of the 16th of April 1777, to his appointment of Advocate General at this Preſidency, and the opinions of the Members of the Board having been taken concerning your intention in the ſaid paragraph, it was reſolved, That "it ſolely and poſitively alluded to "his perſonal pay, the requital of his own immediate labours in the diſcharge of his duty, and "not to the official charges which that duty might excluſively entail." An eſtabliſhment of 2,500 current rupees per month has been in conſequence allowed him, for all charges incident to his office.

111. We think it proper to remark, that the Advocate General has been reſtricted from undertaking the defence of private ſuits, that he may confine his attention ſolely to the buſineſs of the Company. We perſuade ourſelves, that the augmentation will be conſidered by you as only adequate to the loſs which he may be ſuppoſed to ſuffer by entering into ſuch an obligation, and to the advantage the Company be expected to derive from it.

EXTRACT of Letter to Bengal, dated 2d February 1781.

Par. 51. We are much concerned at feeling ourſelves under an abſolute neceſſity of diſapproving the conduct of our Governor General and Council, in giving an increaſed ſalary to our Advocate Genral; not thinking ourſelves at liberty either to grant, or to countenance the granting, of an increaſed ſalary, beyond the £.3,000 a year allowed by the General Court, and declared expreſsly by the reſolution to be "in full conſideration of all demands and allowances whatſoever

" for his ſervices to the Company at that Preſidency."—It is unneceſſary for us to diſcuſs Sir John Day's merits or ſervices to determine on the meaſure; it is ſufficient for us to ſay, that the General Court have declared that £.3,000 a year ſhould be a full ſatisfaction to Sir John Day for his ſervices; and that we hold ourſelves bound by the reſolution of the General Court, and cannot allow it to be diſregarded by the Company's ſervants in India; therefore we direct that the increaſed allowance made to Sir John Day, of 2,500 rupees per month, by the Governor General and Council, on 17th June 1779, be forthwith diſcontinued from the receipt of this letter.

52. We wiſh to ſupport the dignity of our Advocate General in every thing that is proper; but we cannot think we ſhould be juſtified in countenancing his refuſal to comply with ſuch formalities as the Court of Judicature by its authority and juriſdiction have a right to require.—In this, however, as it is a law matter, we have not depended on our own judgments, but have taken the opinion of his Majeſty's Attorney and Solicitor General, and our own ſtanding Council, of which we ſend you copies herewith.

53. When Sir John Day was appointed our Advocate General, it was with the intent that he ſhould go into court to plead in the Company's cauſes, which we muſt expect him to do accordingly.

CASE for the Eaſt India Company.

His Majeſty, by charter, granted that there ſhould be at Calcutta, in Bengal, a Supreme Court of Judicature, to conſiſt of a Chief Juſtice and three other Judges, to whom ſundry powers therein mentioned are given, and amongſt others the following, viz.

" And we do hereby further authorize and empower the ſaid Supreme Court of Judicature, at " Fort William in Bengal, to approve, admit, and enroll ſuch and ſo many advocates and attor- " nies at law as to the ſaid Supreme Court of Judicature, at Fort William in Bengal, ſhall ſeem " meet; who ſhall be attornies of record, and ſhall be and are hereby authorized to appear, and " plead and act for the ſuitors of the ſaid Supreme Court of Judicature, at Fort William in " Bengal; and the ſaid advocates and attornies on reaſonable cauſe to remove; and no other " perſon or perſons whatſoever, but ſuch advocates or attornies, ſo admitted, and enrolled, ſhall " be allowed to appear, and plead or act in the ſaid Supreme Court of Judicature, at Fort Wil- " liam in Bengal, for or on behalf of ſuch ſuitors, or any of them."

The Company made the following appointment of an Advocate General at Bengal.

" The United Company of Merchants of England trading to the Eaſt Indies, to Sir John Day, " Knight, greeting. We the ſaid United Company repoſing eſpecial truſt and confidence in " your integrity, learning, and experience in law affairs, do, by theſe preſents, conſtitue and " appoint you to be our Advocate General at our Preſidency of Fort William in Bengal, to give " advice in all our law affairs whereon you ſhall be conſulted by our Governor General and Coun- " cil of our ſaid Preſidency of Fort William, and by our Preſident and Council of our Board of " Trade there, and to plead for in all Britiſh Courts of record erected, or to be erected, at our " ſaid Preſidency of Fort William in Bengal, in all proſecutions, ſuits, and cauſes where- " in we are or ſhall be concerned or intereſted, or which are or ſhall be carried on or defended by " our order, or by the orders of our ſaid Governor General and Council of our ſaid Preſidency of " Fort William, or of our ſaid Preſident and Council of our ſaid Board of Trade there, and to tran- " ſact and do all other of our law buſineſs and affairs which ſhall happen and ariſe at our ſaid Pre- " ſidency, in ſuch ſort and manner as ſuch like buſineſs would be tranſacted and done for us by " any perſon in the rank and ſtation of a Counſellor at Law in Great Britain; but ſubject never- " theleſs to the controul, orders, and directions of our ſaid Governor General and Council of our " ſaid Preſidency of Fort William, and of our ſaid Preſidency and Council of our Board of Trade " reſpectively, in the cauſes, matters, and things ariſing in their reſpective departments, to hold, " exerciſe, and enjoy the ſaid office of Advocate General aforeſaid, from and immediately after " your arrival at our ſaid Preſidency of Fort William in Bengal aforeſaid, during our will and " pleaſure, but nevertheleſs ſubject to be diſplaced and removed at the will and pleaſure of our ſaid " Governor General and Council, ſuch will and pleaſure of us to be ſignified under the hands of

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" thirteen or more of our Court of Directors, and such will and pleasure of our said Governor " General and Council to be signified under the hand of their Secretary, by order of any Council " duly held by them. And we do hereby give and grant unto you, the said Sir John Day, a certain " salary or allowance at and after the rate of 3,000l. of lawful money of Great Britain per annum, " to be paid to you by quarterly payments by our said Governor General and Council, at such " times, and in such manner, as salaries are or shall be paid to our other officers and servants at " our said Presidency of Bengal; which said salary or allowance is to be paid to and be accepted " and taken by you, in full satisfaction for all fees, demands, or allowances whatsoever, for your " services to us in the said station of Advocate General at our Presidency of Fort William in " Bengal. Given under our common seal, &c. 2d July 1777."

The following patent of precedence was granted to Sir John Day by his Majesty.

George the third, &c. " To all to whom these presents shall come, greeting: Know ye, that " We, of our especial grace, certain knowledge, and mere motion, will, and by these presents, do " grant unto our trusty and well-beloved Sir John Day, Knight, Advocate General of the United " Company of Merchants of England trading to the East Indies, that during our pleasure, and no " longer, he may and shall, in all British Courts of record erected, or to be erected, at the Presi- " dency of Fort William in Bengal, have rank before, and take place and precedence of all other " Advocates of the said Courts already admitted, or hereafter to be admitted: And we will that " these our letters patent shall be allowed in all our said Courts whatsoever: We will also, and by " these presents grant to the said Sir John Day, that he may and shall have these our letters patent " duly made and sealed under our Great Seal of Great Britain, without fine or fee, great or small, " to be for the same in any manner rendered, done, or paid to us, in our hanaper or elsewhere to " our use, although express mention of the certainty of the premises in these presents is not made, " or any other thing, cause, or matter whatsover, in anywise notwithstanding. In witness, " &c."

Sir John Day after his arrival at Bengal, applied to the Judges, by a letter to the Chief Justice, to be informed whether it was the opinion of the Judges, that, though he was honoured by the Crown with the letters patent, hs was nevertheless still bound to apply for an admission in the common form, and that without such admission he did not take any thing by the King's Grant?

The Chief Justice answered that letter, That he was instructed by the Judges unanimously to acquaint him, that they were (when he pleased to apply to the Court) ready to admit him an Advocate without entering into any consideration of the question whether he had a right to act as an Advocate without admission. That if that w as not satisfactory, and he wished to bring that question to a decision, they were of opinion, that could only be properly decided when it came judicially before them—that of their ready allowance of the King's letters patent, and their recognition of Sir John Day's rank and precedence. there could be no doubt.

Sir John Day has not applied to the Court for a judicial decision of the question, whether he has a right under the King's patent to take his seat in Court as an Advocate, without previous admission under the charter of justice?

Q. Does the King's patent of precedence give Sir John Day a right to practise as an Advocate in the Supreme Court at Bengal, without admission by the Judges; or must he be admitted in the same manner as other Advocates are, admitted, under the authority of the charter of justice?

I am of opinion, his Majesty's patent of precedence does not give to Sir John Day a right to practise as an advocate in the Supreme Court at Bengal, without admission by the Judges, the negative words in the charter excluding every person not admitted from appearing or pleading; but whether the patent does not entitle Sir John Day to be admitted an Advocate, unless there be reasonable objection on the part of the Judges, is a question which the circumstance of the present case does not give occasion to discuss, the Judges being willing to admit Sir John Day, and give him the precedence.

25 December 1780. (Signed) JAs WALLACE.

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This queſtion ariſes upon a charter and patent of precedence, which are not ſimilar to any that ever occurred to me, and which do not ſeem to have been very well conſidered: But according to the moſt rational and conſiſtent conſtruction which I can give to both of them, I think that Sir John Day had not a right to practiſe as an advocate without admiſſion, which the Judges without very ſpecial reaſons were not at liberty to refuſe.

Temple,
1ſt December 1780.

(Signed) J. MANSFIELD.

I am of opinion the patent of Sir John Day gives him a legal right to practiſe as an Advocate in the Supreme Court of Bengal, a right derived from the ſame authority with that of the judges, and therefore exiſting independent of their pleaſure; but the diſpute ſeems to me merely verbal, for no Court can acknowledge any right until it is formally claimed; and proof of this right can only be made by a production of the patent, when doubtleſs the Court will receive Sir John Day in the form uſed in England, by the Chief Juſtice in open Court declaring the grant, and directing him to take his place within the bar. It ſeems to me improper to require more than a recognition of his rank and precedence: Neither will a direct decision, that no form of admiſſion of him as an Advocate is neceſſary, affect in the ſmalleſt degree any ſubſequent queſtion which may ariſe reſpecting a power of controul which the Judges may be ſuppoſed to poſſeſs.

Inner Temple,
27th November 1780.

(Signed) GEO. ROUS.

EXTRACT of Bengal General Conſultations 30th July 1781.

The packet from the Honourable Court of Directors, per Rodney brig, having been forwarded from Fort St. George on a Daniſh ſhip, was opened at Mr. Wheler's, and found to contain the general letters dated 2d and 7th February 1781, together with papers, as per liſt of packet.

Read the general letters from the Court of Directors of the 2d and 7th February 1781.

Ordered, That the paragraphs of the general letter dated the 2d February be diſtributed as follows.

Para. 51, 52, and 53, to the Advocate General and Civil Paymaſter.

Ordered, that the Civil Paymaſter diſcontinue the encreaſed allowance to Sir John Day, from the end of this month.

EXTRACT of Bengal General Conſultations, the 6th Auguſt 1781.

Read the following letter from the Advocate General.

Honourable Sir, and Gentlemen,

I have been this day furniſhed, by your order, with copies of thoſe paragraphs of the General letter by the Rodney, which announce the commands of the Court of Directors with reſpect to the

the reduction of my appointments, and at the ſame time ſpeak their expectations as to the manner in which I ſhall in future perform the functions of my office; thereby adding to its labour and reſponſibilty, in the proportion that they have taken from its emoluments.

By theſe paragraphs I am informed, that the Court of Directors have ſeen reaſon, and have ſignified their pleaſure accordingly, to diſcontinue the allowances which, ſoon after I had reached my ſituation, you were pleaſed to grant me; as well in conſideration of the diſappointment to my fortunes from the then ſtate of buſineſs in the Supreme Court (to my probable ſhare of which I had once looked for means of their rapid advancement) as in compenſation for my engaging my undivided ſervices to the Company, and devoting my entire attention to their affairs.

It were ſuperfluous to repreſent to you, Gentlemen, the aſpect of things at the time of my arrival which compelled me to apply for encreaſed allowance, for that were to ſtate to you the ground of your proceedings, and the motives of your own conduct; it were as ſuperfluos to remind you of the deſperate ſtruggle which almoſt immediately followed, between the powers of Government, and thoſe claimed by the Supreme Judicature; a ſtruggle, in which it muſt be evident to you, that I could not have diſcharged my duty to the Company in the manner and with the effect which the important conſequences that are in hand, and your very honourable applauſe at the time encourage me to believe I have, if my fortune had depended upon my practice in Court, and my character and conſequence upon the approbation and good-will of the Judges.

My reaſons for not going, ſituated as I was, into Court to plead, at leaſt in the Company's cauſes have been long ſince declared without reſerve, and are generally known; they appear to have been ſatisfactory to you, Gentlemen, and with me, I confeſs, that in the preſent ſtate of things they are invincible; they are of a later exiſtence, and of much greater force, than thoſe aſſigned in that haſty and unconſidered correſpondence with the Chief Juſtice, which I did not, when it paſſed, imagine was to have been ſent home recorded; if I had, the diſcuſſion on my part ſhould have been more full, and my letters ſhould have been more guardedly written. Upon the latter only, the Court of Directors can however have formed their judgment, and founded their preſent expectation, for of the former they are yet poſſeſſed. But theſe are topics, which are, perhaps, more properly reſerved as matter of reſpreſentation which I mean to addreſs to the Court of Directors upon the ſubject: I ſhall prepare it without delay, and with your approbation it ſhall be ſent by the earlieſt public diſpatch.

Without waiting for the reſult, you, gentlemen, will, I am perſuaded, at this time, "diſcuſs "my merits and ſervices," if any there are which may be urged as a title to your favour; by them only your conduct to me will, I promiſe myſelf, be meaſured, and for them I truſt it will not be thought vanity in me to refer you to your records.

If it ſhall appear to you (and upon ſuch matters you are clearly the beſt qualified to judge) that the additional allowances to your Advocate General were only a moderate compenſation for his excluſive ſervices to the Company, were neceſſary to the dignity and independance of his ſtation; and that, inſtead of the wider and more ſplendid views which had allured him to this country, they opened the only proſpect that remained (and at the end of many years) of a decent ſhelter for the decline of life; if he has, with vigilance and energy, with zeal yet temper, with firmneſs and tolerable ability, upheld the rights of the Company's Government, and aſſiſted thoſe of human nature, upon queſtions of novel aſpect, and of fearful magnitude, and oppoſed to ſuperior abilities, to formidable powers, and to menacing appearance; if his opinions have been approved of by all ranks of men at home; and, finally, if you having acted in conformity thereto ſhall have led to a parliamentary corrective of the many defects complained of in the ſyſtem;—you will not, (all theſe things being before you) as the immediate and proper return for ſuch conduct, by rendering his ſtation no longer tenable with honour to himſelf or advantage to his employers, diſmiſs him in effect their ſervice.

You will rather, I preſume to hope, think yourſelf warranted, as well by the pecularity of the caſe I have ſtated, as by a recent precedent upon your proceedings in ſuſpending the operation of

the preſent order in all its parts, till the effect of the intended repreſentation to the Company ſhall be known: In full aſſurance of which

I have the honour, &c. &c.

Calcutta, (Signed) JOHN DAY.
4th of Auguſt 1781.

Agreed, That the orders of the Court of Directors, contained in their general letter dated the 2d February 1781, reſpecting Sir John Day, as well thoſe which direct his taking his place in Court, and pleading the Company's cauſes, as thoſe which relate to the reduction of his allowances, be ſuſpended, for the reaſons aſſigned in Sir John Day's letter, until the reſult of the repreſentation on the ſubject, which he has now ſignified his intention of addreſſing to the Company be known, provided he pledge himſelf (ſhould the Court of Directors diſapprove of it) to refund whatever ſums he may receive from this date, above the ſalary granted him by the Company, of 3,000l. per annum.

EXTRACT of Bengal General Conſultations, the 28th September 1781.

Read a letter, as follows, from Sir John Day.

Honourable Sir, and Sirs,

I am honoured with your commands of the 13th, and with them I have received an extract of the laſt General letter from the Company, by which I am informed, that "the Court of Directors, having underſtood that I could give very material information and inſtructions reſpecting "matters which paſſed at Fort St. George, while I was at that Preſidency, had directed you to "requeſt I would communicate, to the perſon appointed to collect evidence in ſupport of the "charges brought againſt their late ſervants there, every information and aſſiſtance in my "power."

I know not from what ſource the Court of Directors have in this inſtance drawn their information, from me they certainly have not received it; ſuch diference is however due to their requeſt, that every ſatisfactory reaſon ſhould be aſſigned by any ſervant of the Company who does not immediately aſſent to it.—I do not fear to ſtate mine to you, Gentlemen, and leave them with your feelings.

The profeſſed purpoſe for which I had the commands of the Company in the Summer of 1777, to accompany their late Preſident to Madras, was, that I might be aſſiſtant to the temporary Government there, in the enquiry which they had ordered to be made on the ſpot, into the true ſource of the late diſorders, and the conduct of thoſe who were accuſed of being the principal actors in them. Whether any enquiry of the kind has ever been ſet on foot I am to this hour uninformed, but that during an attendance of eight months at Madras, I was not in a ſingle inſtance reſorted to by the then Preſident and Council, or conſidered as being in any degree neceſſary to the execution of that or any other of the Company's orders. I have long ſince informed the direction, in a letter I addreſſed to the Chairman, ſoon after my arrival in Bengal, and I will add now, as matter pertinent to the preſent ſubject, that if I had been conſulted and employed, and in the diſcharge of my public duty, if any thing had come to my knowledge, which I conceived might facilitate the preſent enquiry, and advance the ends of juſtice, and the intereſts of the Company, thus called upon, I ſhould not heſitate to divulge it.

Here, however, I muſt be allowed to draw my line, and ſay, that any knowledge of the tranſactions mentioned in the Company's late orders, which I may have acquired in the intercourſe of *private life*, and which having been confidentially communicated, ſhould therefore be held inviolable, muſt ſtill remain in my own breaſt.

Had it pleaſed the Court of Directors to have committed this enquiry to me, ſuch knowledge would have been a guide to me in conducting it, and might perhaps have enabled me to proſecute it,

it with vigour and effect, and in that way only it could by me have been juſtifiably employed; but in the courſe the buſineſs has taken, to impart it at their inſtance to another, does not fall, I apprehend, within any part of the duty which I owe to the Company; and without being utterly unmindful of that which I owe to myſelf, and deſcending to a character in which to my apprehenſion, there is diſhonour, it becomes impoſſible that I ſhould, upon this occaſion, manifeſt the ready and reſpectful attention which upon any other I ſhould think I owed to the will of my ſuperiors.

Though for ſuch reaſons I decline the office of furniſhing information at to the facts which form the ſubject of the intended enquiry, I ſhould moſt readily comply with the other part of the requeſt, if the acknowledged ability of the Gentleman to whom, by the orders of the Court of Directors, this important buſineſs is confided did not render any aſſiſtance from me ſuperfluous.

I have the honour, &c.

(Signed) JOHN DAY.

Calcutta,
20th September 1781.

Ordered, that the Secretary do acknowledge the receipt of the above letter.

EXTRACT of Bengal General Conſultations, 8th October 1781.

Read the following letter from Sir John Day.

Honourable Sir, and Gentlemen,

I am honoured with your anſwer to my letter of the 4th of Auguſt, which informs me, that, for the reaſons therein aſſigned, the execution of the Company's late orders reſpecting me ſhall be ſuſpended, till the reſult of my intended repreſentation to the Court of Directors ſhall be known.

The ſuſpenſion of the order which reduces my allowance nearly one half is however qualified, I obſerve, with a condition which ſeems to take from it every idea of indulgence, and to give it an effect directly contrary to that which I underſtood had been intended. The condition I allude to run thus:

" Provided you pledge yourſelf (ſhould the Court of Directors diſapprove of it) to refund " whatever ſums you may receive from this date, above the ſalary granted by the Court of Direc- " tors, of 3,000l. per annum.

I preſume to offer the following reaſons, Gentlemen, for your conſideration, why I ſhould not be obliged to withdraw my preſent appointments, ſubject to an eventual refund of any part of them, or pledge myſelf for the performance of a condition, which renders the ſuſpenſion, ſo far as it profeſſes to be an indulgence to me, nugatory and of no effect.

1ſt. Becauſe the Court of Directors, with my public conduct, and the very honourable applauſe which has followed it from this Government, before them upon their correſpondence; with a perfect knowledge alſo of the ſtate of things, which has been fatal to my views in this country, and in the very moment when my efforts in my own line promiſed immediate advantage to their affairs; having nevertheleſs thought proper to reduce my allowances to a bare ſubſiſtence, I ſee no reaſonable grounds of hope in the preſent aſpect of things, that they will not be induced, by any repreſentation I can make, to relax in the principles and motives which have ſuggeſted ſuch a reſentment. That effect I conceive can only be produced by theſe reaſonings which you may think proper to employ in ſupport of your own act; and I can be benefitted only by your adhering

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ing to it (as you have done in other caſes of peculiar hardſhip) till the influence of thoſe reckonings upon the Court of Directors ſhall be known.

2dly. Becauſe, in the interval, until the ultimate deciſion of the Court of Directors will arrive, if that ſhall be adverſe, I ſhall have devoted my labours, and (which to me is ſtill more momentous) my irredeemable time, not at a price at which this Government, fully informed of their value, has rated them, but for the inferior conſideration at which (reckoning upon advantages which did not at the time exiſt) I had engaged when I was called to my preſent office, that I would give them to the Company, and to which, as to an agreement that is irrevocable, and not to be qualified or controuled by any change of circumſtances, they now inflexibly hold me.

3dly. Becauſe, with a nominal ſuperiority in my appointments, and a real truſt and reſponſibility proportionate thereto, my original and irreſumable allowances (upon which alone I can reckon, and which, contrary to all expectation, conſtitute the entire produce of my office) are leſs than thoſe which are held by others who are in truſt and ſtation confeſſedly inferior.

4thly. Becauſe a ſuſpenſion, thus qualified, holds out a deluſive acceſſion of income, which leaves me without a certain guide to my expences.

5thly. Becauſe, under the apprehenſion of being called upon to refund, the ſmall accumulation which my increaſed allowances will afford can only remain unemployed depoſit in my hands, for it can neither be lent, nor remitted, nor employed in any other way in which it may be ſubjected to the ſmalleſt hazard.

6hly. Becauſe the hard and unlooked-for meaſure which, in this inſtance, I have experienced from home, gives me a claim, I preſume to think, to every mitigation here that is authorized by precedent; and there will not readily occur, I apprehend, any ſatisfactory reaſon why, inſtead of exacting from me a poſitive engagement to refund (ſhould ſuch be the final determination of the Court of Directors (the uſual alternative at leaſt ſhould not be allowed to remain open to me an alternative ſufficiently hard upon one who had embarked in the Company's ſervice with ſuch ſplendid expectations, and has ſent them ſo ſuddenly, and by ſuch unlooked-for means, defeated and laid proſtrate.

And finally, and moſt forcibly, becauſe by the condition of the grant from this Government, which in lieu of a preferable, has given the Company an excluſive right to my ſervices, the nature of my compact with them ſo totally changed, and by ſuch change advantages having been evidently loſt to me which are now irrecoverable; the Company cannot in common juſtice, I apprehend, reſume the conſideration, inaſmuch as they cannot now replace me in the ſituation from which they have taken me.

For theſe, and for other reaſons of equal force, which will readily ſuggeſt themſelves to the Honourable Board, I ſhall not, I truſt, be thought to look for an unreaſonable or an unmerited indulgence, if I ſpeak a hope that my preſent appointments ſhall be unconditionably continued to me, till the final order of the Company upon the ſubject ſhall be known.

I have only to add, that I accept, with a due ſenſe of it, the accommodation afforded me, in your ſuſpending the operation of the other orders by which I might have been effected; an indulgence, the juſtice and propriety of which I hope to evince in a repreſentation which I mean to addreſs to the Company by the earlieſt opportunity.

I have the honour, &c.

Calcutta,
24 September 1781.

(Signed) JOHN DAY.

Ordered, that the above letter lie for the conſideration a fuller Board; and that copy of it be in the mean time forwarded to the Governor General.

The

The Secretary acquaints the Board, that in obedience to the orders of the Court of Court of Directors, dated 2d February laſt, orders were iſſued on the 27th September to the Civil Paymaſter, to ceaſe the payment of the additional allowance to Sir Sir John Day.

EXTRACT of General Letter from Bengal, dated 29th December 1781.

Par. 52. On receipt of your orders for ſtriking off the extra allowances which had been granted your advocate General, we communicated them to him, and gave directions to the Civil Paymaſter to ſuſpend the payment of them in future. Sir John Day has addreſſed two letters to us in conſequence, which we take leave to point out to your attention, as we wiſh that the nature of his ſituation, and the particular circumſtances that induced us to grant him the allowances you have diſapproved of, ſhould be fully underſtood and conſidered by you; perſuading ourſelves, with theſe materials before you, that you will regard his claim in a more favourable light. —Whatever your determination upon this ſubject, may be, we ſhall carry it into execution without infringing your preſent orders.

EXTRACT of Bengal General Conſultations, the 13th June 1782.

Read the following letter from Sir John Day.

Honourable Sir, and Gentlemen,

Knowing how importantly you have been employed ſince the Governor General's return to the Preſidency, I have heſitated to draw your attention for a moment to my ſituation; and in belief that my laſt addreſs would be brought forward as ſoon as there ſhould be a reſpite from more momentous buſineſs, I have waited thus long in ſilent and anxious expectation.

I now beg leave to remind you, that by your reſolution of the 8th October 1781 the order of the Court of Directors to diſcontinue my encreaſed allowances having been ſuſpended, conditionally, that I pledged myſelf to refund if they ſhould diſapprove, I did not decline the indulgence offered, though qualified with ſuch condition; but, as many reaſons, reſulting from the peculiar circumſtances of my ſituation, and from the change which by an act of this Government had, ſince the inſtitution of my office, taken place in the nature of my engagements with the Company ſuggeſted themſelves, why in my caſe ſuch condition ſhould not have been impoſed —In my addreſs of the 24th of laſt September I ſimply ſtated thoſe reaſons, confident that they would be conſidered with attention, and all the weight allowed them to which they might appear to be entitled.

The order upon that repreſentation was, "that it ſhould ſtand over for the conſideration of a "fuller Board, and that in the interm a copy thereof ſhould be tranſmitted to the Governor "General," then beyond the provinces.

I am now to requeſt, Gentlemen, that you will pleaſe to take it into conſideration, and decide at once upon the reaſons it contains, that I may be relieved from a long and painful ſuſpence; and whatever your determination may be, that I may endeavour to conform thereto.

May 31ſt 1782. I have the honour to be, &c.

(Signed) JOHN DAY.

Re-conſider the letter from Sir John Day, entered in the conſultation 8th October laſt.

Ordered, That Sir John Day be informd that the Board cannot diſpence with the obligation required by the reſolution of the 6th Auguſt, on condition of ſuſpending the orders of the Court of Directors, reſpecting the reduction of his allowances.

EXTRACT of Bengal General Conſultations, 7th December 1782.

Read a letter, as follows from Sir John Day:

Honourable Sir, and Gentlemen,

If it had appeared to you that you could with ſafety to yourſelves, and conſiſtently with your duty to the Company, have agreed to an unconditional ſuſpenſion of the order from home by which I am affected, the condition againſt which I have remonſtrated would not, I am perſuaded, have been now inſiſted upon.

Many preſſing conſiderations diſſuade me from declining at this time any proffered advantage, however inconſiderable and precarious; I therefore accept my reſtored allowannes, ſubject to the condition impoſed, in the hope that a better knowledge of me, and a more clear conception of my ſituation, of the few advantages annexed to it, and the diſcouraging proſpect it affords, may, when this matter ſhall be again agitated at home, inſpire a more favourable diſpoſition towards me.

Till then I have only to requeſt, that in the engagement I am to enter into ſome certain period may be mentioned, before which, if the diſapprobation of the Company ſhall not be announced, the obligation ſhall be void.

I have the honour to be, &c.

Calcutta, 17th June 1782. (Signed) JOHN DAY.

Agreed, that the allowance which was ſtruck off by the Order of the Court of Directors, be repaid to Sir John Day, upon his ſigning the bond required; and that two years be limitted from the next diſpatch for the duration of his engagement.

(Omiſſion)

EXTRACT of General Letter from Bengal; dated 7th December 1782.

Par 27. When we thought it neceſſary, in obedience to your orders, to ſtop the extra allowance granted to Sir John Day, your Advocate General, which you diſapproved of, he relied ſo much upon your more favourable conſideration of this caſe, when it ſhall come before you, as ſtated in his letters, and referred to you by us, that he ſolicited to have the allowance continued to him in the interim. We offered to comply with his requeſt, provided he would ſign a obligation to refund the amount which he might receive, in caſe of your confirming your former orders. Not chuſing at that time to ſign to ſuch a condition, the allowance continued to be withheld from

from him; but having ſince ſignified his acquieſcence in our propoſal, and executed an inſtrument by which he binds himſelf to repay the amount that may be iſſued to him on account of this extra allowance, if you further diſapprove of it; and in conſequence of your orders for that purpoſe, a demand ſhall be made on him for the ſame, within the period of two years after the date of the preſent diſpatches, we took off the ſuſpenſion of it, and ordered the arrears likewiſe to be paid to him: We therefore wait your ultimate deciſion to this point, and requeſt you will be pleaſed to tranſmit us your orders in time to produce their due effect.

EXTRACT of Court's Letter to Bengal, dated the 28th January 1784.

Par. 17. In the 51ſt paragraph of our letter, dated the 2d February 1781, we diſapproved the increaſed allowance of 2,500 rupees per month, made to Sir John Day, our Advocate General, and ordered that the ſame be diſcontinued from the receipt of that letter.

18. We have taken into conſideratian your proceedings, alſo the letters Sir John Day addreſſed on this ſubject, and your advices of the 29th December 1781, and 7th December 1782; but, for the reaſons ſignified in our above-mentioned letter, we direct that you require Sir John Day to refund whatever he may have been paid beyond the Company's original allowance of 3,000l. a year from the receipt of our ſaid letter.

EXTRACT Bengal General Conſultations, 1ſt September 1783.

Read a letter as follows, from Sir John Day.

Honourable Sir, and Gentlemen,

Your Secretary has, according to order, tranſmitted to me an extract of the General letter recently received by the Mansfield, announcing the ultimate reſolution and orders of the Court of Directors upon the ſubject of my allowances.

I cannot well add to that which I have already urged upon this ſubject, and though I could, it will now, I fear, avail but little to obſerve upon a meaſure the deep injury from which to me, I am perfectly ſenſible, Gentlemen, that you cannot, if you would, prevent: At a future day, you will permit me however, with all difference, to repreſent the very ſingular footing upon which the late orders from home have placed an office, which, when inſtituted, it was certainly intended ſhould have been at once lucrative and honourable, but which, under its preſent circumſtances, cannot be ſaid to be either.

No conſiderate or benevolent diſpoſition on your part can, at this time, take much from the immediate effect of theſe orders upon my fortune—you can only, by a moderation and forbearance, which you have ordinarily practiſed in caſes of inferior hardſhip, and of weaker claim, in ſome ſmall degree mitigate its rigour.

The obligation exacted having been haſtily and incautiouſly given, binds me, in an event, which at the time appeared to me to be in the laſt degree improbable, to refund, within ten days after demand, all extra allowances received from a certain ſpecified period.

When

When it is conſidered that theſe, as well as my original and irreſumable allowances (to the latter of which I am entitled clear of all deduction) have been for years received in paper of reduced value, and which in the neceſſary proportions, converted to caſh, at an heavy diſcount, for my ſubſiſtence.

When you ſhall look at the ſtate of credit, private as well as public, and the general diſtreſs which at this time prevails through all orders of the ſettlement.

And above all, Gentlemen, when you ſhall weigh the ſpecial circumſtances under which this demand has grown, or more properly, has ſtarted into exiſtence, to the utter annihilation of half my fortune;---I truſt I ſhall not be thought unreaſonable, if I ſpeak an expectation, that thoſe allowances, having been paid in paper not bearing an intereſt, ſhall be received back in paper of the ſame kind; and if I alſo ſpeak and hope that to provide for and make good the payment I ſhall be indulged with the interval of twelve months.

I have the honour to be, &c.

30th Auguſt 1784. (Signed) JOHN DAY.

The Secretary informs the Board, That Mr. Stables, previous to his departure, direct him to communicate his aſſent to Sir John Day's requeſt.

The Board being ſatisfied that the extra allowances granted to Sir John Day were iſſued to him in paper, and paid to him in arrear, and taking in conſideration the hardſhip of his caſe.

Agree to his requeſt, but in the expreſs condition that he refund the amount in queſtiod within the period and in the courſe of twelve months.

Ordered, That notice of the above be communicated to the Civil Paymaſter.

EXTRACT of General Letter from Bengal, 10th December 1784.

Par. 67. In obedience to your commands we directed our Civil Paymaſter to call upon Sir John Day to refund the extra allowances which had been granted to him, ſubject to your approbation; but, in conſideration of the hardſhips he has complained of, we have complied with his earneſt requeſt, in allowing him to repay the amount at the expiration of twelve months.

EXTRACT of Bengal Secret Conſultations, 12th April 1785.

Read the following letters from Sir John Day.

The Honourable John Macpherſon, Eſquire, Governor General, and the other Members of the Supreme Council.

Honourable Sir, and Gentlemen,

The late orders of the Company, to reduce my appointments one half, and requiring me to refund the ſums received, for which I had already rendered the ſtipulated ſervice, having been carried

carried into immediate effect, it now remains for me to ſubmit to the equity and good faith of Government thoſe claims which reſult to me from this meaſure; if they ſhall appear to be fair, well-founded, and incontrovertibly juſt, I cannot admit an apprehenſion that you, Gentlemen, will allow this to ſtand the only caſe upon your records, in which Government ſhall have violated even its conſtructive engagement, or in which it ſhall have unjuſtly and oppreſſively thrown the load from the public, upon the weak and the labouring individual.

You will find upon thoſe records the reaſons, whether as regarding the intereſts of the Company, or as they exhibit the unforeſeen difficulties of my ſituation in the diſcharge of my public duty, by which Government was induced, ſoon after my arrival in this country, to add, upon certain ſpecified conditions, to my appointments; I have to obſerve, that to the irreparable waſte of the moſt important period of my life, and to the ſacrifice of occaſions now for ever loſt, thoſe conditions have on my part been adhered to through a long period; with a clean and ſcrupulous honour (and of this, though time and death have thinned the proofs, I am not even at this day altogether without evidence, notwithſtanding which, to the almoſt utter ſubverſion of my fortune alſo, the conſideration compoſed of the ſlow and hard accumulation of years, contrary to the uſual conſtruction of public compacts, and under circumſtances from which you will ſee that the rigour of the meaſure derives no ſupport, has been unexpectedly exacted at my hands.

I have to repreſent, Gentlemen (and it forms no weak part of my caſe) that theſe allowances, thus reſumed, were given in virtue of a new agreement with this Government, eſſentially varying from that under which I had received my office in its original form at home; it will appear that, by the one, in conſideration of a certain ſtipend, aſſuring me in every event of a ſupport ſuited to my ſtation, the Company had acquired a prior and preferable right only to my ſervices, while for the advancement of my fortune I was left to the fruits and incidents of office, and to the caſual emoluments of my private practice; by the other (Government having ſeen reaſons, in the then exiſting ſtate of things, to concentre my efforts, and reſtrain my attention and ſervices to the care of the Company's intereſts, and judging it neceſſary for that end to render me independent of all but my employers) for the certain injury therefrom to me, as every other ſource of benefit was thus ſtopped, a moderate compenſation, upon an agreement ſeemingly fair and equal, was aſſigned me.

This agreement having taken inſtant effect as to me, and irrevocably deciding upon my firſt views and neareſt intereſts (for the ſtream of profeſſional emolument, if once diverted, knows no return) the conſideration (all liberality apart) muſt, in common integrity of dealing, I apprehend, be conſtrued to be as certain and irrevocable as the ſacrifice; nor can it be juſtly urged againſt the compenſation I ſhall now lay claim to, that I accepted my reſtored allowances, ſubject to the future pleaſure of the Court of Directors, and am concluded by ſuch acceptance, if it is conſidered that the injury to me from my part of the compact having fallen immediately and irremediable upon me, when at a later period terms of a peculiar and unprecedented hardſhip were unexpectedly impoſed; if I ſubſcribed thereto, it was becauſe the miſchief being already complete, no choice then remained to me; by ſuch acquieſcence, however, I meant only that, for continuing my increaſed allowances to me till the effect of my repreſentation to the Company ſhould be known, your reſponſibility ſhould be lightened, I meant not an ultimate ſurrender of an equitable claim: for the Company therefore at this day to wring benefit from a conſent thus forced and unavoidable, were a departure from its ancient ſyſtem of liberal juſtice and good faith; it were to avail itſelf of its own wrong, and to ſeek ſupport to one act of rigour bordering on injuſtice from another; a meaſure againſt which the Company's general conduct, in the examination of claims, and the compenſation of ſervice, ſhews me that I am ſecure.

Having thus prefaced my claims, I now proceed to ſtate them. Before this conditional increaſe of ſalary had been granted, with all buſineſs referred to me by Goverment, ſuitable fees were at all times ſent by the Company's Attorney; and this having been a fact known to and acquieſced in by the Court of Directors, it may ſurely be preſumed, that no plauſible objections could be framed thereto. You will find, however, that from the hour on which my new engagements commenced, conſidering thoſe fees, ſuperadded to my encreaſed appointments, as more than proportionate to my ſervices in every inſtance, I declined them; but the conſideration for which I was thus induced to forego the cuſtomary emoluments of office having been reſumed from a certain period, from that period my right to them, I apprehend, retroſpectively exiſts; and I truſt,

truſt, Gentlemen, you will not ſee more than common juſtice in allowing them; and the Company's Attorney having aſcertained the ſum, that you will be pleaſed to make an order for the payment.

The amount of the preceding loſs may be eaſily adjuſted; but there has ariſen a much more ſerious injury to me from this change in the nature of my engagements with the Company, and from my ready and unſuſpecting reliance on the public faith—an injury for which it will be a matter of difficulty at this day to aſcertain the proper reparation; the annexed teſtimony of the Company's Advocates and Attorney fixes, however, the loweſt poſſible point at which this loſs may be eſtimated; and to that I beg leave to refer you.

In compliance with a covenanted prohibition, I have uniformly declined all buſineſs from individuals, though accompanied with fees, generally proportioned to the magnitude of the object at ſtake, and always to my rank in profeſſion and in office, till at length, it being univerſally underſtood that I was reſtrained from rendering profeſſional ſervice to private ſuitors, that which promiſed to be the moſt copious ſource of benefit to me, and to which, from the beginning, I had principally looked for the advancement of my fortune, has been irrecoverably turned into other channels; and in this conſiſts the hard and oppreſſive inequality of the contract, and the moſt grievous, becauſe immeaſurable injuſtice of this reſumption.

The following circumſtances, though they afford no poſitive ground of claim, yet forming no inconſiderable part of the injury I complain of, and flowing from the ſame ſource, cannot be conſidered as foreign to the matter of this repreſentation.

While theſe allowances remained to me as an equivalent for the two ſources of advantage I had relinquiſhed, ſituations of truſt, honour, and ample emolument in my own line, have been created by the Company's Government, in the nomination to which I have been uniformly overlooked; to ſome one of them however (had my office remained upon its original footing) my claims I conceive muſt have been conſidered as foremoſt, and could not, I believe, have been reſiſted; but to thoſe, with the appointments I already held, I had neither the hardineſs nor the hunger to direct my views, or to croſs the intereſts of others whom Government might be diſpoſed to favour.

It may not alſo appear perhaps altogether proper, that, ſtanding the firſt in rank of the Company's law ſervants in this country, and ſingle in reſponſibility, I ſhould be the laſt in my appointments, and ſhould ſtand ſingle alſo, in having no eſtabliſhment, fee, emolument, appendage, or incident of office, under any denomination, or from any ſource whatſoever, beyond the ſalary aſſigned me by the Company, when they created my office, in the year 1776, and with one voice conferred it upon me.—And here let me obſerve, that even of that ſalary (having been, through the diſtreſs of the times, obliged to accept my appointments for the laſt thirty months in paper) I have loſt, and ſtill loſe, nearly one ſixth by diſcount.—An hardſhip I apprehend, beyond the utmoſt intended rigour of the order againſt the effect of which I now remonſtrate, but which, compared with the others I have laboured under, is, I am ſenſible, almoſt too trivial to advert to.

Such, Gentlemen, is my actual ſituation, and upon your nearer view and more intimate knowledge of all the circumſtances attending it, it will reſt with you to determine, whether, for the heavy injury to me from this unrequited ſacrifice your juſtice ſhould not direct a retribution; and for the loſs of thoſe objects in my proper line, to which my pretenſions from office, and, I preſume to add, from my conduct in it, muſt have been ſeen and admitted, if I had not already received from this Government that increaſe of income which is now reſumed, as well as in conſideration of my preſent very contracted and inadequate allowances. You will feel whether, in the event of a new arrangement in the native adminiſtration of juſtice, or if, under the late Act of Parliament, a ſituation ſhall offer not totally incompatible with the duty and honour of my preſent ſtation, there are any claims which ſhould ſtand at this day in competition with mine.

It only remains to obſerve, that the one (being a claim of juſtice, and therefore involving the honour of Government ſtands wide of the œconomy of the hour, and ſhould not be meaſured, or in the ſmalleſt degree affected by it; the other, I truſt you will think is an occaſion for the exerciſe of that liberality and feeling which, in the reparation of injuries ariſing to individuals

viduals from the public ſervice, has at all times peculiarly marked the adminiſtration of theſe Provinces.

I have the honour to be,

Honourable Sir, and Gentlemen,

Your moſt faithful and

obedient humble ſervant,

Fort William,
March the 13th, 1785.

(Signed) JOHN DAY.

A

EXTRACT from the Conſultations, Revenue Department, 22d April 1779.

The Governor General having directed the Secretary to ſend in circulation a queſtion reſpecting the conſtruction of the paragraph in the General Letter of the 16th of April 1777, which announces the ſalary annexed to Sir John Day's office, concludes as follows:

Governor General,

" Previous to the opinion I ſhall give in its proper place upon this queſtion, I think it incumbent upon me to offer it as my opinion, That it will not be in the power of the Advocate General to fulfil the duties of his office as he ought, if he is allowed to undertake the defence of private ſuits; and that he ought to be reſtricted, in like manner as the Company's Attorney, ſolely to the buſineſs of the Company."

Sir Eyre Coote,

" Admits the propriety, and even the neceſſity of reſtraining the Advocate General's labours to the Company's buſineſs alone, and thinks himſelf entitled to a compenſation for the fees of which ſuch excluſive attention to the buſineſs muſt deprive him."

Mr. Wheler.

" I entirely agree with the Governor General, that it will not be in the power of the Advocate General to fulfil the duties of his office if he is allowed to undertake the defence of private ſuits; and that he ought to be reſtricted, in like manner with the Company's Attorney, ſolely to the buſineſs of the Company."

Mr. Wheler then ſtates his reaſons for diſſenting as to the meaning of the paragraph in the General Letter, which limits Sir John Day's allowances to £. 3,000 per annum, after which he concludes thus:

" But it is as certain that they did mean to reſtrain the Advocate General from thoſe ſolid advantages which he might expect to derive from his profeſſional abilities, neither do I think that he ought to be reſtricted, without a proſpect of an adequate conſideration."

Mr. Francis's conſtruction of the Company's intention, as expreſſed in the General Letter, was againſt any increaſe of ſalary; and he was ſilent as to the propriety of reſtraining Sir John Day's ſervices to the Company.

Mr. Barwell.

" I entirely agree with Sir Eyre Coote."

Conſultation,

Conſultation, 17th of June 1779.

Governor General moved the increaſe of ſalary; and it was accordingly carried.

anIn the next General Letter from this Government to the Court of Directors the meaſure was nounced; and the paragraph upon that ſubject concludes thus:

" We think it proper to remark, that the Advocate General has been reſtricted from under-
" taking the defence of private ſuits, that he may confine his attention ſolely to the buſineſs of
" the Company. We perſuade ourſelves that the augmentation will be conſidered by you as
" only adequate to the loſs which he may be ſuppoſed to ſuffer by entering into ſuch obliga-
" tion and to the advantage which the Company may be expected to derive from it."

B.

I do hereby certify, that having had occaſion to take a law opinion upon a matter of much importance, I laid a caſe upon which aroſe a ſingle query, before Sir John Day, the Company's Advocate General, for his opinion, with a fee of twenty gold mohurs; which fee he refuſed, and declined giving any opinion thereupon, aſſigning as the reaſon for ſuch refuſal, that he could not pronounce thereupon, without breach of the engagements he had entered into with the Company.

I declare alſo, That underſtanding he had, in conſideration of an addition to his ſalary, agreed to decline all private practice, and to reſtrict himſelf to the Company's buſineſs; I have not ſince reſorted to him upon many occaſions, on which I ſhould otherwiſe ſought his advice and aſſiſtance.

Calcutta,
18th February 1785.

(Signed) Wm HICKEY.

B.

" I do hereby certify, That having had occaſion, in the year 1783, to conſult Sir John Day
" the Company's Advocate General upon various queſtions of law, involving the intereſts of a
" client of mine to a great amount, I offered the ſaid Sir John Day, a retaining fee of fifty gold,
" mohurs, which he refuſed, and declining the buſineſs, recommended another Advocate, aſſign-
" ing as his reaſon, that he could not, conſiſtently with his public engagements, attend to any
" buſineſs but the Company's: And I do further affirm, That ſuch his declaration prevented
" my reſorting to him, and I have reaſon to believe, that with others the ſame cauſe has had
" the ſame effect upon many ſubſequent occaſions."

We whoſe names are ſubſcribed, do hereby certify, That having, on the part of Sir John Day, applied to Mr. Townſhend Jones, Attorney at Law, to atteſt the above declaration, if the circumſtances therein ſtated were true, and within his recollection, the ſaid Townſhend Jones readily admitted the facts, but refuſed the atteſtation.

2d March 1785.

(Signed) { Wm DUNKIN, / STEPHN CASSAN, } Advocates of the Supe Court.

G. Fort

C

Fort William, 18th February 1785.

We whoſe names are hereunto ſubſcribed, delivered it as our opinion and firm belief, That if Sir John Day had not, ſoon after his arrival in Bengal, entered into engagements with Government, by which, in conſideration of a certain addition of current rupees 2,500 per month to his appointment, he bound himſelf to relinquiſh all benefit from private practice, and to devote his time and attention to the care of the Company's intereſt only; but had he purſued the general practice of his profeſſion, he muſt have acquired conſiderably more than the compenſation he accepted.

And we are further perſuaded, That if Sir John Day, after having for ſeveral years forborne from practice, had wiſhed to re-aſſume the general exerciſe of his profeſſion, he would have returned to it under ſuch diſadvantages as it would have been extremely difficult, if not impoſſible, to ſurmount.

(Signed) T. H. DAVIES, Senr Councl to the Honourable Company.

GEO. Nr THOMPSON, Junr Councl to the Honourable Company.

GEO. WROUGHTON, Attorney for the Honourable Company.

D

EXTRACT of Separate Law Letter from the the Governor General and Council to the Honourable the Court of Directors, dated 29th February 1780, per Swallow.

We cannot cloſe this letter without acknowledging in the ſtrongeſt terms the great and effectual aſſiſtance we received from the abilities and firmneſs of your advocate General.—Without this aſſiſtance, and without the benefit of his advice, however impreſſed we might have been with the conſciouſneſs of diſcharging barely our duty to the Company, in oppoſing the illegal acts of the Court, we ſhould have heſitated in taking the decided line we have done, and in every ſubſequent contention we ſhould have felt our want of ability to contend with the powers of the Court on ſubjects ſo new to us, but ſo perfectly familiar to them.

We need not obſerve to you, Gentlemen, how much your Advocate General may be affected in England by the active part he has taken here, in oppoſition to the opinion of the Judges.—He could have no other incitement than an earneſt deſire to ſupport the rights and intereſts of the Eaſt India Company, when he adviſed an oppoſition to thoſe acts of the Court which he deemed illegal, and which tended ſo eſſentially to weaken your authority, to diminiſh your revenues, and deprive the natives of thoſe rights which they have hitherto enjoyed under every change of Government, and under what is commonly eſteemed the moſt deſpotic ſpecies of it.

However our proceedings may be received in England, and whatever judgment may be paſſed upon our conduct, we beg moſt earneſtly to recommend the Advocate General to your protection---The Judges were unanimous---The advocates, and all orders of men compoſing the Court, whoſe conſequence and fortune are materially affected by the contraction of its powers, will be loud in their remonſtrances againſt the man without whoſe adviſe (as they ſuppoſe) the Court would have remained in the exerciſe of unbounded authority, throughout theſe extenſive provinces.

We reſpect the abilities of your Advocate General, and have a juſt confidence in the propriety of his advice to us on every occaſion; it is therefore a duty incumbent upon us to explain to you the high ſenſe we entertain of his ſervices, and to expreſs our hope that you will, in England, protect the character and honour of a man who has ſo warmly exerted himſelf in Bengal for the advancement of your affairs.

To Edward Hay, Eſquire, Secretary to the Secret Department.

Sir,

After you ſhall have laid the repreſentation upon the ſubject of my claims before the Governor General and Council, and before they ſhall have formed any reſolution, or made any order thereupon, you will pleaſe to ſubmit the accompany paper alſo to their conſideration.

I am Sir,

14th March 1785 Your moſt obedient humble ſervant,

(Signed) JOHN DAY.

Fort William, March 14th, 1785.

If, after conſideration of my addreſs to Government of this date, and of the documents annexed, a doubt ſhall remain whether the compenſation claimed were recoverable at law, the Honourable Board will in this inſtance for obvious reaſons, reſort to other legal advice than mine.

But if, from reſpect to its own dignity, Government ſhall now, as heretofore, attend to the ſubſtantial juſtice only of the caſe,—as nothing ſhort of inevitable neceſſity ſhould compel me to ſeek redreſs againſt thoſe to whom I owe the moſt honourable diſtinction of life, and in the ſituation I fill there were to my feelings ſomething peculiarly irkſome and diſgraceful in ſuch a conteſt, I truſt that for averting it from both, the Honourable Board will accede to the propoſal I now make, that the ſimple merits (if upon that head two opinions can exiſt) ſhall be referred to the arbitration of any two or four Gentlemen throughout the ſettlement.

(Signed) JOHN DAY.

Ordered, That the foregoing letters from Sir John Day be circulated, for the opinions of the Members of the Board, on the claims and requeſts preferred in them; and that the Secretary do circulate, at the ſame time, the orders of the Court of Directors, and reſolution of the Council, relative to the ſubject of them.

EXTRACT

EXTRACT of Secret Letter from Bengal, dated 31st July 1785.

Par. 88. We have the honour to ſubmit to the conſideration of your Honourable Court, and to tranſmit a number in this packet, a letter which has been addreſſed to us by your Advocate General, in which he ſtates his claim to a compenſation for the injury he has ſuffered from your orders of the January 1784, which direct that he ſhould refund the ſums he had received in virtue of a conditional grant to him from this Government of an increaſe to his allowance, after, as he ſtates to us, he had rendered the ſtipulated ſervice for which ſuch grant was made.

89. From a full view of this caſe, and a due regard to the ſituation and circumſtances which ſuggeſted to this Government the neceſſity of ſecuring to itſelf, in an important and dangerous criſis, the excluſive ſervices of your Advocate General, from a knowledge alſo of the ability and firmneſs with which he diſcharged his duty to the Company at that period, as well as from a conviction of the enmity he provoked, of the danger to which he was expoſed, and of the loſs he has ſuſtained, we are willing, in a caſe like this, of peculiar hardſhip, to adopt any expedient which, without evading the ſpirit of your orders, may, by leading your attention to the nature of what he ſtates to be his agreement with your Governor General and Council, and to the importance of his ſervices to the Company, include a proſpect of future juſtice to your firſt law officer in this country.

90. Convinced of the rectitude of his conduct, and impreſſed with a juſt ſenſe of the able and effectual aſſiſtance which he has afforded to us in the duties of his office, and more eſpecially in thoſe queſtions of legal difficulty which have lately preſſed on our attention; convinced, alſo, that nothing can be more prejudicial to the ſucceſs of your affairs, than that any inſtance ſhould remain upon record of a recall of the reward of public zeal, we have been thus full upon the ſubject, and are unanimous in referring his claim at large to your candid and liberal reconſideration.

91. That we might not however act againſt law, or in any inſtance or degree diſobey your orders, we have reſolved, That the Advocate General ſhall be required to aſſign over immediately, at the Company's treaſury, and in Company's paper, the ſum to be refunded, and that ſuch ſum ſhall become abſolutely forfeited in your favour at the expiration of two years from the receipt of this diſpatch in England, unleſs a ſpecial order ſhall arrive within that period, directing the ſaid paper to be returned to the Advocate General, or to his order, a meaſure which we apprehend cannot appear to be a diſobedience or evaſion of your commands, ſince it ſecures the amount of the Company's claim on the Company's treaſury, and only allows the Advocate General a certain interval for trying once more the effect of an application at home upon a ſubject of much conſequence to his intereſts, an indulgence to which the eminent ſervices he has rendered to the Company in the line of his profeſſion do in our opinion give him a juſt claim.

EXTRACT of Court's General Letter to Bengal, dated 12th April, 1786.

Par. 26. In reply to the 88th, and the three following paragraphs of your letter in the Secret Department, of the 31ſt July laſt, we adhere to the orders tranſmitted in our two former diſpatches of the 2d February 1781, and the 28th January 1784; and in conſequence thereof direct, that Sir John Day ſhall be entitled to no more than 3,000 l. ſalary allowed to him at the time of his original appointment; and what he has received above that ſum, ſince the receipt of our letter of the 2d February 1781, muſt be refunded. If Sir John Day has any peculiar circumſtances

ces of hardſhip to ſtate, in addition to thoſe already ſtated, theſe ought to have been ſtated, and may ſtill be ſtated for our conſideration; but we cannot permit our ſervants abroad to alter ſpecific eſtabliſhments fixed at home, without making a reference to us for our opinion upon the juſtice of thoſe repreſentations; and as little can we permit our repeated orders to be evaded by ſuch expedients as have been adopted in the caſe of Sir John Day. He induces your Government, contrary to our orders, upon a ſolmn pledge of refunding, to continue the payment of an unwarranted allowance as an indulgence to him; and then, upon that indulgence he grounds a complaint of hardſhip, if he ſhould be obliged to refund, agreeable to the pledge which was the condition of that indulgence. The whole of this tranſaction lays the foundation of a precedent, which we think it our duty peremptorily to reprobate.

COPY of propoſed Paragraph to Bengal, as approved by the Board of Commiſſioners.

We have lately had under our conſideration, a letter from Sir John Day, on the ſubject of his allowances during his acting as the Company's Advocate General at your Preſidency; and, after very mature deliberation, we have come to a reſolution, and hereby direct, that you apply to the uſe of the Company the ſum of ſeventy-ſeven thouſand five hundred (77,500 current rupees depoſited in your treaſury by Sir John Day, being of opinion that the ſame ought not to be returned to him.

AN ACCOUNT

OF THE

EXPENCE charged the Company, for the Journey of Sir ELIJAH IMPEY into the Provinces,

IN THE YEAR 1781.

July 1781 — Paid by the Committee of Revenue, allowance to the native officers who accompanied the Judge up the country, for three months — — Sicca Rupees			2,655 - - -
Dec. 1782 — Paid by ditto to Mr. Wm. Johnson, Regiſter of the Sudder Dewanny Adawlut, the amount diſburſed for the accommodation of the Judge during his late circuit — —			33,651 6 3 3
Sicca Rupees —			36,306 6 3 3
or Current Rupees —			42,115 6 6 —
April 1781 — Paid by the Governor General under the head of Durbar charges, to ticket bearers. for Sir Elijah Impey, for going to Allahabad to take depoſitions Benares Sicca Rupees	221	—	
Ditto — ditto, given to a Mulna and Bramin, who attended Sir Elijah Impey	— 13	— —	
Benares Sicca Rupees —	234	— —	
Batta, 12 percent. —	28	— —	262 1 3
Current Rupees —			42,377 7 9

East-India Houſe,
2d April 1787.

Wm. WRIGHT,
Auditor of India Accounts.

AN ACCOUNT OF THE

Expence of the Supreme Court of Juſtice at Calcutta, as alſo of all Law Charges to the Company,

From 1ſt of JANUARY 1774, to 1ſt JANUARY 1785.

Charges incurred in the ſupport ~~and maintenance of the~~ Supreme Court, from its eſtabliſhment to the 1ſt May 1781 - C. Rs. -			31,83,519 2 3
Charges incurred on account of the proſecution and defence of ſuits, including ſalaries to Attornies or Agents, to the ſame date - -			7,20,862 13 6
Coſt and damages, account of decrees - - - -			1,39,611 0 4
Loſſes incurred by remiſſions to Zemindars, &c, &c, by ſuits inſtituted -			3,10,679 12 4
Total to 1ſt May 1781, Current Rupees -			43,54,672 12 5
Charges on account the Supreme Court, including ſalaries, &c. to Company's Advocate General and law officers, from			
May 1781 to April 1782 -	4,36,033 3 6		
1782 - 1783 -	4,19,443 8 10		
1783 - 1784 -	8,14,911 13 11		
1784 to 1ſt Jan. 1785 -	6,30,872 12 7		
		23,08,461 6 10	
Law charges in the ſame period, partly eſtimated - - - -			6,00,000 0 0
Current Rupees -			72,63,134 3 3

The above includes ſums paid ſubſequent to 1ſt January, but which were due before that period, amounting to Current Rupees 2,64,000.

East India Houſe,
27th March 1787.

WM. WRIGHT,
Auditor of Indian Accounts.

AN ACCOUNT

OF THE

Value of all Stationary Wares exported by the East India Company, for the Use of the Public Offices in BENGAL,

From JANUARY 1773 to JANUARY 1785;

Distinguishing each Year, as also the Proportions of the Stationary delivered in each Year to the President and Council, or Governor General and Council, or to the several Members thereof, if any such Distinction is made in the account.

	Consigned to the Governor and Council.	Consigned to the Board of Trade	Total.
From 1773 to 1774 - - £.	1,323 9 2	£. — —	£. 1,323 9 2
1774 to 1775 - -	461 19 8	— —	461 19 8
1775 to 1776 - -	1,204 6 —	— —	1,204 6 —
1776 to 1777 - -	1,387 14 2	— —	1,387 14 2
1777 to 1778 - -	2,160 7 3	— —	2,160 7 3
1778 to 1779 - -	2,141 — 10	— —	2,141 — 10
1779 to 1780 - -	2,217 8 9	— —	2,217 8 9
1780 to 1781 - -	2,165 19 4	853 16 3	3,019 15 7
1781 to 1782 - -	2,516 19 4	634 8 3	3,151 7 7
1782 to 1783 - -	2,661 6 6	622 1 9	3,283 8 3
1783 to 1784 - -	2,657 7 4	— —	2,657 7 4
1784 to 1785 - -	2,892 9 7	— —	2,892 9 7

N. B. The Sums above are the Amount paid for Stationary.—10 per cent. is added the Invoices, for Risque and charges.

All stationary wares exported to Bengal in the above 12 years have been intended for the general use of the public offices at Fort William Presidency, and its subordinates, excepting that in the years 1780-1, 1781-2, and 1782-3, separate allotments of stationary were consigned to the Board of Trade, for the use of the Commercial Department, as is above specified; but at no time has there been any allotment made in the invoices of stationary exported to Bengal, of the proportion to be delivered to the President and Council, or Governor General and Council, or to the several members thereof, for their particular use.

East India House,

the 27th of March 1787.

Errors excepted.

W. RICHARDSON,

Accomptant.

AN ACCOUNT

OF ALL

Stationary Wares bought in Bengal, for the Uſe of the Governor General and Council, and charged to the Company, from the 1ſt of January 1773 to the 1ſt January 1785; diſtinguiſhing each Year.

From January 1st	1773	to	April 30th	1774	— Current Rupees	2,758
April 30th	1774	to	April 30th	1775	— —	19,926
	1775	to	—	1776	— —	60,958
	1776	to	—	1777	— —	22,970
	1777	to	—	1778	— —	33,914
	1778	to	—	1779	— —	42,307
	1779	to	—	1780	— —	32,552
	1780	to	—	1781	— —	84,154
	1781	to	—	1782	— —	29,315
	1782	to	—	1783	— —	40,309
	1783	to	—	1784	— —	59,431
	1784	to	Jany 1ſt	1785	— —	48,240

The above is the amount purchaſed in each year, for the uſe of the departments in general, excluſive of purchaſes made by the Board of Trade; but the particular diſtribution of any part thereof to the Governor General, or Members of the Supreme Council, cannot be aſcertained.

East-India Houſe,
27th March 1787.

Wm WRIGHT,
Auditor of Indian Accounts.

An

AN ACCOUNT OF ALL

mittances, in Treaſure or in Bills, to Warren Haſtings, Eſquire, late Governor Gene-ral of Bengal, from Calcutta, or the Province of Oude, during his Abſence from Calcutta, in 1781.

And the ACCOUNT given by him of the Expenditure of the ſame.

The following are the only Sums that appear to have been received by Mr. Haſtings, during his Abſence from Calcutta in 1781.

EXTRACT Fort William Journal, April 1782, Page 256.

The Honble Governor General D^r to Treaſury.

For the amount of Benares S^a R^s 1,00,000, received by him from Benaram Pundit at Benares; as per the Sub Secretary's letter, dated Benares, the 20th October 1782, being appropriated for the public ſervice, valued at —		Cr^s 1,12,000	0 0
e 276. For the amount paid to him at Benares, by Mr. Nathaniel Middleton, on account of Edward Wheler, Eſquire, and Major Hardy, Attornies to General Thomas Goddard, as per Mr. Middleton's letter to the Sub Treaſurer, dated Lucknow, 11th April 1782 — Sonat R^s	1,13,659 15 -		
Batta 11 per cent.	12,502 9 6		
		1,26,162	8 6

e 280 and 281 The Honble the Governor General D^r to ſundry accounts.

e 280. To Charges Durbar.

e 281.

Received in Auguſt 1781	—	Cr^s	58,000 - -	
D^o in October	—	—	65,778 - -	
D^o in November	—	—	2,43,236 9 -	
D^o in December	—	—	1,93,613 15 3	
D^o in January 1782	—	—	4,59,726 5 3	
D^o in February	—	—	224 - -	
D^o in March	—	—	67,696 3 9	
			10,88,275 1 3	

Goods purchaſed for preſents.

Amount of ſundries ſold in Octr 1781	—	13,843 8 9		
in Novem^r	—	10,882 4 3		
in Febry. 1782		29 - -		
		24,754 13 -		
			11,13,029 14 3	
Carried over — Cr^s			13,51,192 6 9	

	Brought over — Crs			13,51,192 6
To money borrowed at Benares.				
Received of Bennyram Pundit, or bond dated 22d Auguſt 1781, Bs Sa Rups 1,00,000				
Batta 12 per cent. —		12,000		
			1,12,000	
Received of Caſhmerymull, and Butchoo Raug, in Sept. 1781, Bs Sa Rups 22,360				
in October		77,640		
		1,00,000		
Batte 12 per cent. - -		12,000		
			1,12,000	
				2,24,000
To Reſident at the Vizier's Court.				
Received in January 1782, the amount of a bill of exchange, drawn by him on Gopaul Doſs, for Lucknow ſicca rupees - 1,16,504. 13. 6,				
or Benares Sa Rups		1,05,837 6 --		
Batta 11 per cent. — —		12,700 7 9		
				1,18,537 13
To Nabob Aſoph ul Dowla.				
Received for 2 bills of exchange drawn by Mr. Wombwell, in favour of the Governor General, on account of the advance made to Lieut. Polhill.				
1 Bill on Seebnaut Janey —		5,000 — —		
1 Do. on Gopaul Doſs Shaw —		7,229 — —		
		12,229 — —		
Batta 16 per cent.		1,956 10 3		
			14,895 10 3	
Received of Mr. John Wombwell, the difference between curt. rups 15,113. 4. 9, the amount of the two bills remitted by him for the advance of Lieut. Polhil, and 13,494 Benares ſicaa rupees, valued at Sonnaut — —			792 11 2	
				14,978 5
TheHonourable Governor General Dr. to money borrowed at Benares, being for intereſt thereon —				3,459 8
				17,12,168 2

The credits to Mr. Haſtings's account on theſe receipts, are as follows.

Treaſury Dr. to the Hon. Governor General.

Pa. 269. For the amount of Benares ſicca rupees, 1,00,000 repaid to him by Benaram Pundit, for which the Governor General was debited 30th March laſt, making - - Crs. 1,12,000 0 0

For the amount of intereſt paid by him on the above ſum to Benaram Pundit, for which the Governor General's account is now credited, the principal having been applied to the public ſervice 3,459 8 9

1,15,459 8 9

Sundry Accounts Dr. to the Hon. Governor General, Crs. 13,78,126. 1. 7, being the amount diſburſed on the following accounts:

Charges Durbar, the particulars contained in 23 pages of the Journal, viz. from 282 to 304 - - - - - -	1,79,938	10	1
Poſt office charges diſburſed on this account - - -	1,793	13	9
Secret ſervices paid to Bennyram Pundit, as per his receipt, Bs. Sa. Rups. - 50,000 0 0			
Batta 12 per cent. - 6,000 0 0	56,000	0	0
Charges extraordinary, paid for cloth for ſepoy cloathing, for tents, &c. -	2,111	3	9
Dead ſtock, making two ſilver ſticks, workmanſhip, &c. - -	342	5	4
Nabob Aſſoph ul Dowla paid Captain Polhill, on account of his Excellency the Vizier, as per receipt - Bs. Sa. Rups. - 13,494 0 0			
Batta 12 per cent. - 1,619 4 9	15,113	4	9

Military Paymaſter General.

Paid Major William Palmer, commanding the troop of body guard, as per his receipt - Bs. Sa. Rups. - 10,000			
Batta 12 per cent - 1,200	11,200	0	0
Paid R. S. Pereau, Paymaſter to Major Popham's detachment, as per his receipt - - Bs. Sa. Rs. - 1,00,000			
Batta 12 per cent. - 12,000	1,12,000	0	0
Paid W. Roberts, as per his receipt, for the payment of the 30th regiment of ſepoys, 2d brigade, for Auguſt and September 1781 - - Bs. Sa. Rs. - 34,000			
Batta 12 per cent. - 4,080	38,080	0	0
Carried over -	1,61,280	0	0
Carried over - Crs.	3,70,758	14	5

			Brought over — Cr.	3,70,758 14
Military Paymaſter General — Paid Wm. Blair, as per his receipt - Bs. Sa. Rs.		1,20,000 - -	Brought over— 1,61,280 - -	
	Batta 12 per cent.	14,400 - -	1,34,400 - -	
Ditto J. Hogan, as per his receipt, for ſubſiſting the wounded Sepoys. —	Bs. Sa. Rs.	400 - -		
	Batta 12 per cent.	48 - -	448 -	
Ditto Major Law, for the diſburſements of the 2 Regiment of Cavalry, as per receipt —		1,50,000 - -		
	Batta 12 per cent.	18,000 - -	1,68,000 - -	
Advanced Captain Hamilton, as per William Markham's note,	Bs. Sa. Rs.	2,000 - -	2,240 - -	
Ditto to Colonel Blair, as per ditto	Bs. Sa. Rs.	3,000 - -		
	Batta 12 per cent.	360 - -	3,360 - -	
				4,69,728 - -
Reſident at Benares.				
Preſents given to the inveſture of Rajah Myhipnarain, which are repaid to him by the Rajah —		—	11,239 2 -	
Paid him as per his receipt, dated —	Bs. Sa. Rs.	20,000 - -		
	Batta 12 per cent.	2,400 - -	22,400 - -	
Ditto the amount of a bill of exchange, drawn by Gopaul Doſs Shaw in his favour —		3,50,000 - -		
	Batta 12 per cent.	42,000 - -	3,92,000 - -	
				4,25,639 3
Money borrowed at Benares.				
Repaid to Caſhmerymull, and Butchoo Rauz, the amount borrowed of them —	Bs. Sa. Rs.	1,00,000 - -		
	Batta 12 per cent.	12,000 - -	1,12,000 - -	
Paid the amount borrowed of Bennyram Pundit, on bond dated 22d Auguſt 1781, principal —		1,00,000 - -		
Intereſt on Bs. Sa. Rs. 1,00,000, from 22d Aug. to 9th Jan. 1782, being 4 months 19 days, at 8 per cent. per annum. —		3,088 14 -		
	Bs. Sa. Rs	1,03,088 14 -		
	Batta 12 per cent.	12,470 10 9	1,15,459 8 9	
				2,27,459 8
		Carried forward — Cs.		14,93,585 10

Brought over -		14,93,585 10 4
Reſident at the Vizier's Court, Dr. to the Honourable Governor General.		
For amount of a bill of exchange, brought by the Governor General to the credit of the Reſident, in January 1782, but which the Reſident has not entered on his public accounts (the ſame having been furniſhed by him from monies belonging to General Goddard, and to be repaid from the General Treaſury at the Preſidency, as per Journal for this month, wherein the Governor General is debited for the amount paid on this account) -		1,18,537 13 9
Current Rupees -		16,12,123 8 1

There was a balance due from the Governor General, on the 30th April 1782, of C. Rs. 1,68,336. 5. 4, ariſing from the above, and from the advances made to him, or his Aſſiſtant, in the courſe of the year, exceeding the diſburſements on account of Durbar charges.

East India Houſe,
1ſt March 1787.

Wm. WRIGHT,
Auditor of Indian Accounts.

AN ACCOUNT

Of all Sums of Money which have been received at Calcutta, as a remittance from, or by the Order, or under the Authority of, Warren Haſtings, Eſquire, from Lucknow, to the Time of his leaving the ſame;

And what Part of the Sums ſo received hath been in Caſh, and what Part in Bills; on what Account the ſame was remitted, through what Channels, the Sight at which the ſaid ſeveral Bills were drawn, the Time when paid, and in what Manner.

	Extracts, TREASURY ACCOUNTS of the Accountant at Lucknow.				
April 1784.	Remitted to the Preſidency bills of exchange on Calcutta,				
	Calcutta ſicca rupees	5,00,000	0	0	
	Hoondean 5¼ per Cent.	27,500	0	0	
		5,27,500	0	0	
	Deduct Batta 5. 9. 3. per Cent.	27,869	15	9	
	Fyzabad ſicca rupees	-		-	4,99,630 0 3
	The above were drawn by Buckerauje and Beroondoſs at Lucknow, on the houſe of Caſhmerymull and Coſſinaut in Calcutta; payable, one of 2,50,000 in fifty-one days, the other for the ſame ſum in eighty-one days after date; they make part of the 13 lacks received from Almaſs Ally Cawn, on account of the liquidation of the Vizier's debt.				

June 1784.	Paid by the Honourable Governor General's order, to Mr. Perceret, for his bill on Mr. J Princep, in favour of the Honourable Governor General and Council, of 8th June 1784,		
	Ca. Sa. Rs.	15,000 - -	
	Exchange 5½ per cent.	825 - -	
			15,825 - -
July 1784.	Remitted to the Honourable Board the 5th July, Mr. Perceret's draft of 1ſt July, on Mr. Princep, for Calcutta Sa. Rs.	15,000 - -	
	Exchange 5½ per cent.	825 - -	
			15,825 - -
Auguſt 1784.	Remitted to the Honourable Board a bill of exchange on Caſhmeery Mull and Coſſinaut, at 91 days ſight,		
	Ca. Sa. Rs.	10,00,000 - -	
	Exchange 5½ per cent.	55,000 - -	
			10,55,000 - -
	Ditto, ditto, Mr. Perceret's drafts on Mr. Princep, of 5th Auguſt, at 5 days ſight, - Ca. Sa. Rs.	15,000 - -	
	Exchange 5½ per cent.	825 - -	
			15,825 - -
	Fyzabad 16 Sun Sicca Rupees —		16,02,105 — 3

The firſt bill, for 2,50,000 ſicca rupees, was received into the treaſury at Calcutta the 7th June 1784.

The ſecond, dated 21 April, was received on the 24th July 1781.

The two firſt drafts on Mr. Princep were received into the treaſury at Calcutta the 28th July 1784.

The laſt, was on the 29th September 1784.

The bill for ſicca rupees 10,00,000 was received into the treaſury at Calcutta as follows;

In January 1785 -	Crs.	8,25,244 - -	
February	—	55,240 - -	
March	—	2,89,520 - -	
	Ct. Rs.	11,60,000 - -	
	or Sa. Rs.		10,00,000 - -

East India Houſe,
15th March 1787.

Wm. WRIGHT,
Auditor of India Accounts.

AN ACCOUNT

OF THE

Pay and Arrears due to the Regiments ſtationed in the Upper Provinces,

From 1ſt January 1784 to the Time WARREN HASTINGS, Eſquire, quitted Lucknow

1ſt January 1784. Including the pay for the month; but which cannot be diſtinguiſhed.	Paymaſter at up country ſtations			Crs	43,939 14 10
	Colonel Cumming's detachment				5,44,000 0 0
	Third brigade				1,26,000 0 0
	Troops ſtationed in the Zemindary of Benares				3,84,650 0 0
				Crs	10,98,585 14 10
	N. B. balances of caſh in the Paymaſter's hands towards liquidating the arrears	Crs	38,560 — —		
5th February.	Sir John Cumming's detachment	arrears			
	Pay, &c. for February	Crs	1,33,500 — —		3,43,000 0 0
	No accounts tranſmitted of arrears or pay to the 3d brigade, or troops in Benares, or Chunar, this month.				
	N. B. Balance of caſh in Paymaſter's hands		1,11,000 — —		
1ſt March	Third brigade	arrears			2,79,000 0 0
	Sir John Cumming's detachment	Do			3,39,000 0 0
	Troops in Benares	Do			100,500 0 0
				Crs	7,18,500 0 0
	Eſtimate of pay for the month of March.				
	Third brigade		2,07,000 — —		
	Cumming's detachment		1,34,500 — —		
	Troops in Benares		1,00,500 — —		
		Crs	4,42,000 — —		
	N. B. Balances of caſh in the Paymaſter's hands at this date	Crs	87,291 — —		
1ſt April.	Third brigade	arrears			2,89,000 0 0
	Sir John Cumming's detachment	Do.			1,60,000 0 0
	Troops in Benares	Do.			1,38,000 0 0
				Crs	5,87,000 0 0

Fſtimate

	Eſtimate of Pay, &c. for April.				
	Third brigade — — —	Cʳˢ	2,07,000 - -		
	Cumming's detachment — — —		1,51,000 - -		
	Troops in Benares — — —		81,500 - -		
		Cʳˢ	4,39,500 - -		
	Balance of caſh in Paymaſter's hands —	Cʳˢ	3,39,393 - -		
1ſt May.	Third brigade — —	Arrears	— —		24,000 ·
	Futty Ghurr detachment — —	Dº	— —		
	Troops in Benares — —	Dº	— —		2,30,500 ·
				Cʳˢ	2,54,500 ·
	Eſtimate of Pay, &c. for May.				
	Third brigade — — —	Cʳˢ	1,34,000 - -		
	Futty Ghurr detachment — —		1,43,000 - -		
	Troops in Benares — —		84,500 - -		
		Cʳˢ	3,61,500 - -		
	Balances in the Paymaſter's hands —	Cʳˢ	5,979 - -		
1ſt June.	Third brigade — —	Arrears	— —		1,53,000 ·
	Futty Ghurr detachment — —	Dº	— —		
	Benares Dº — —	Dº	— —		1,78,500 ·
				Cʳˢ	3,31,500 ·
	Eſtimate of Pay, &c. for June.				
	Third brigade — — —	Cʳˢ	2,09,000 - -		
	Futty Ghurr detachment — —		1,42,000 - -		
	Benares Dº — —		1,05,500 - -		
		Cʳˢ	4,56,500 - -		
	Balances in the Paymaſter's hands —	Cʳˢ	3,12,549 - -		
	By a letter received from the military Paymaſter General of 3d June, it appears that the troops ſtationed at Cawnpore and Futty Ghurr had been paid up to the end of May.				
1ſt July.	Not ſpecified.				
1ſt Auguſt.	Third brigade — —	Arrears	— —		4,73,728 ·
	Futty Ghurr detachment — —	Dº	— —		2,09,000 ·
	Benares Dº and guard —	Dº	— —		3,30,500 ·
	Governor General's detachment —	Dº	— —		12,000 ·
				Cʳˢ	10,85,228 ·

	Eſtimate of Pay, &c. for Auguſt.				
	Third Brigade	—	Crs.	2,28,728 - -	
	Futty Ghur Detachment		—	1,42,000 - -	
	Benares - ditto and Guard		—	1,09,500 - -	
	Governor General's ditto		—	71,000 - -	
			Crs.	5,51,228 - -	
	Balances in the Paymaſter's hands		Crs.	81,650 - -	
31ſt Auguſt.	Third Brigade -	Arrears	-	Crs.	6,21,000 - -
	Futty Ghurr ſtation -	do.	-	-	4,11,000 - -
	Chunar - ditto -	do.	-	-	1,56,500 - -
	Battalion at Benares -	do.	-	-	10,000 - -
				Crs.	11,98,500 - -
	Balances in Paymaſter's hands. -		Crs.	2,58,228 - -	

The arrears at the Chunar ſtation are not particularized in the preceding month; they are probably included in the arrears to the troops at the Benares ſtation. In April 1784 the arrears, at Chunar are ſtated by the Governor General at rupees 2,20,000, which were ordered to be diſcharged by the Accountant at Lucknow.

East India Houſe,
15th March 1787.

Wm. WRIGHT,
Auditor of Indian Accounts.

AN ACCOUNT OF

Arrear on the due Payment of his Inſtalments, incurred by Almas Ally Khan, on or before the 30th Day of April 1784.

EXTRACT Bengal Secret Conſultations, 25th November 1783.

READ a letter from Mr. Briſtow as follows:

To the Honourable Warren Haſtings, Eſquire, &c. &c.

Honourable Sir, and Gentlemen,

I had the honour of addreſſing you the 30th Auguſt, and the 4th and 14th of October laſt, relative to Almas Alli Khan, acquainting you with my apprehenſions that it was the intention

of the Minſter to leave that Aumil ſtill in poſſeſſion of all the diſtricts then under his management—a meaſure than which none could be more unwiſe and dangerous, or more repugnant to the ideas and wiſhes of the Honourable Board, as experience, in the one caſe, and my inſtructions in the other, clearly demonſtrated. In waiting the reſult of this reference, the Honourable Company's demands upon his Excellency the Vizier, for the current year, came under conſideration, and I applied to his Highneſs, requeſting that the countries farmed by Almaſs, and ſtated by the Miniſter at a rent roll of 48,94,307 rupees, might, in liquidation of it, and among others, be granted me in aſſignment.—My reaſons for this application, together with the Nabob's, or rather Hyder Beg Cawn's, objections to it, I had the honour to ſubmit for your deciſion, in my addreſs of the 14th ultimo; and I am the more anxious to be favoured with your commands, ſince, without them (as I have already informed the Honourable Board) I cannot now promiſe myſelf that my applications to the Miniſter on the ſubject of the aſſignments, or indeed on any other ſubject, will ought avail. It cannot be matter of ſurpriſe, that, in his preſent ſituation, Almaſs ſhould adopt any conduct, or be prompt to make any conceſſions at the bidding of Hyder Beg Cawn. As I underſtood this influence had been exerted by the Miniſter to prevail on him to make an advance of a large ſum to the Nabob, I ſome time ago warned Almaſs, whilſt the queſtion of his collections remained undecided, againſt the appropriation of any part of them without my privity and conſent. He aſſured me of his acquieſcence. If however my information be good, and I believe ſo, ſome lacks have already been paid by him to his Highneſs; and I am the more confirmed in this belief, from the unuſual backwardneſs Almas has ſhewn in the diſcharge of his firſt kiſts, and the unſatisfactory reaſons he has aſſigned for the delay. I have the honour to incloſe my correſpondence with him reſpecting it. This, Gentlemen, is yet an additional motive with me to ſolicit your preſent deciſion; otherwiſe more of this reſource may be diſſipated, which, if the whole was granted in aſſignment to the Honourable Company, and completely collected, would ſtill, as the accompanying ſtatements will explain, leave a very heavy balance of this year's claims unprovided by the Vizier.

I have the honour to be, &c.

JOHN BRISTOW,

Reſident at the Vizier's Court.

Lucknow,
11th November 1783.

Tranſlation of a letter from Mr. Briſtow to Almas Ali Khan, dated 21ſt Zeeaud 1197.

I have received the lack of rupees you ſent.---I am now to obſerve to you, that the kiſt of Khaor is elapſed, and that of Kautick arrived. Agreeably to the ſtatement as delivered me by the Miniſter Hyder Beg Cawn, the demand upon you, on account of your diſtricts for the current year, amounts to 48,98,000. Three lacks is already due for the kiſt of Khaor; the demand for Kautick is four more.---I am in the greateſt want of money, and I muſt therefore beg you will write to your agents, directing them to furniſh the ſix lacks for theſe two kiſts.

Almas Ali Khan, in Reply, dated---

I have been honoured with, and received infinite pleaſure from, your letter, requiring payment of the kiſts of Khaor and Kautick.---You, Sir, are well acquainted with my obedience, fidelity, attachment, and zeal, from the firſt hour of my appointment as Aumil to the preſent time,

time, during the courſe of years; and in the the payment of lacks of rupees, I have never failed in a ſingle inſtance diſcharging, whilſt it was in my power ſo to diſcharge them, by monthly payments in advance.—You are well informed of the ſtate of the country this year, ariſing from the failure of the periodical rains. Notwithſtanding my diligence and exertions, I am unable to collect enough even to ſatisfy the ſoldiery, many of whom, both horſe and foot are dying of hunger in this ſeaſon of famine. Having before repreſented theſe matters in perſon to you, I arrived here, that I might, as I have done in other places, attend the conſtruction of wells, ſuperintend the cultivation of the diſtrict, and contribute by my preſence to the care and encouragement of the Ryots.---Now that I have received your letter to the purport herein abovementioned, it has greatly increaſed my diſtreſs and perplexity. This year the collections being ſo difficult, it will be impoſſible, without your countenance and favour, to fulfil my engagements, or preſerve my honour—poſſeſſing thoſe, as formerly, nothing ſhall be wanting on my part: I will fulfil my duty to the utmoſt.---If you cannot rely upon me, I beg you will appoint an Ameen to take an account of the receipts, and to tranſmit to Lucknow ſuch balance as, after deducting the pay of the troops, may remain.

A true tranſlation.

(Signed) John Briſtow,

Reſident at the Vizier's Court.

EXTRACT Bengal Secret Conſultations, 16th December 1783.

Extract Letter from Mr. Briſtow, dated Lucknow, 2d December 1783.

Should Almaſs Ali Khan fail in his payments, there will be a material deficiency, and every effort on my part to ſupply the pay and arrears of your army will in that caſe be rendered extremely difficult, if not utterly abortive.

The incloſed tranſlation of a letter from Almas Ali Khan is an anſwer to my laſt application to him for the diſcharge of the balance of his kiſts, amounting at this time to three lacks and eighty five thouſand rupees.—A further kiſt will be ſhortly due, making altogether above eight lacks of rupees, for which I have hitherto no ſecurity; nor, from the tenor of Almas's late conduct, am I to expect any. Your Honourable Board is already apprized of the correſpondence he held, during this ſeceſſion, with Mahajee Scindia; and I have great reaſon to believe he continues to hold it, having had frequent intimation of meſſengers paſſing between their camp. No dependence is therefore to be placed on Almaſs's fidelity; and with regard to his plea of the loſs of revenue, proceeding from the drought, though it is certain the Khuneef Harveſt has been materially affected by that calamity, yet I am well informed his agents have collected with great rigour; and the advanced price at which grain ſells, in a great meaſure, if not wholly, compenſates to the farmer for a diminution of the quantity produced.—At all events, the growing claim upon Almas becomes a ſubject of real importance to the Company's intereſt; and I can have little hope of realizing the amount, when the Miniſter, from whom I have to look for continued oppoſition in all my future efforts, has, I am informed, already anticipated a conſiderable proportion of it.

Tranſlation.

Tranſlation of a letter from Almas Ali Khan to the Reſident at the Vizier's Court.

I have been honoured by the receipt of your letter, requiring the ſpeedy diſcharge of my kiſts, ---I have already and repeatedly had the honour to repreſent to you the ſituation of the country, and the deficiency of the collections, as alſo the ruinous conſequences of the drought. All theſe particulars you are, Sir, perfectly acquainted with, and it is therefore unneceſſary that I ſhould dwell upon them.---God is my witneſs, that I am inceſſantly occupied in the ſervice of Government, and wanting in no poſſible exertion that may contribute to the proper cultivation of the country during the rubby ſeaſon. Whatever I have been able, by unwearied attention, and by harſhneſs, to collect from the country, I have already paid into the ſircar; and whatever may be hereafter forthcoming, I ſhall ſcrupulouſly account for.---There are no poſſible means neglected by me for the diſcharge of the Government monies for years, as you, Sir, are ſenſible; and whilſt the ſeaſons were favourable, I was never neglectful in that particular. This year, ſuch the diſpenſations of the Almighty, there is the calamity of a famine. Oppoſed to the decrees of Providence, human efforts and human reaſon are vain and impotent. I am therefore without remedy, looking to you, who are the maſter of the kingdom and of me, I rely upon you for the ſupport and protection I have hitherto experienced.

A true tranſlation.

Trevor Wheler,

Aſſiſtant to the Reſident.

Since the receipt of this letter, Almas has proffered payment of 1,10,000 rupees.

The balance then due to the kiſts of Khoar and Kautick, and the demand on account the current month will amount to about 8 lacks.

EXTRACT of Bengal Secret Conſultations, 27th December 1783.

Read letter from Mr. Briſtow, dated Lucknow 13th December 1783.

Honourable Sir, and Gentlemen,

When Almas Ali Khan ſet out to ſuperintend the cultivation of his diſtricts, during the rubby Harveſt, he left his family at Lucknow, profeſſing his intention to return as ſoon as the object of His journey ſhould be accompliſhed.---The proofs of his former infidelity, as they appeared in the intercepted correſpondence between him and Madajee Scindia, and Mr. Anderſon's diſcovery of his connections with the Marattas, I have already had the honour to tranſmit to you.---Permit me, Gentlemen, to refer you for the detail to my addreſs of the 4th October laſt, and its inclosures.

With this evidence in recollection againſt him, I could truſt but little to the ſtedfaſtneſs of his allegiance; and as my ſuſpicions were further awakened by an unuſual tardineſs in the payment of his kiſts, even before his departure, I determined to be very attentive to all his conduct with reſpect to performance of his pecuniary engagements. I apprized you, Gentlemen, in an addreſs dated 12th November, and one of the 2d inſtant, how entirely my repreſentations had failed in perſuading him to be more punctual: Although theſe repreſentations have been repeatedly

edly renewed, they have hitherto produced nothing but unmeaning proteſtations on his part; inſomuch indeed, that Almas, who till this year was ever accuſtomed to furniſh his monthly payments in advance, is now proportionally more in arrears than any other Aumil---the balance on this account due from him amounting to eight lacks of rupees.

Tranſlation of a letter from Mr. Briſtow, Reſident at the Vizier's Court, to Almas Ali Khan, dated the 4th of Mohurrun, 1198 Hegiera.

Your letter in excuſe for not paying the kiſts, on account of the drought, is received: There is no doubt of the calamity; but it is alſo known that ſomething is produced (though there is a ſcarcity) during the fuſſil. Before this you are informed that all the Amuils pay their kiſts. You have only paid two lacks, inſtead of ſeven lacks, of rupees to the end of Kautick: For this you are wrote to, not to conſider it a trifling matter, and to your utmoſt endeavours to pay your kiſts.

A true tranſlation.

(Signed) Rt. Gregory,

Aſſiſtant to the Reſident.

Tranſlation of a letter from Almas Ali Khan to Mr. Briſtow, Reſident at the Vizier's Court.

Your letter ordering me to uſe my endeavours to pay the kiſts, and not to think it a trifling matter, is received.---My benefactor! have I every trifled with your orders, even upon the moſt indifferent buſineſs? How is it poſſible I conſider this as trifling, which relates to the payment of money? My punctuality hitherto you know.---I paid every year regularly what was due, and prevented the neceſſity of being applied to for arrears—this is conſiſtent with my inclination. The calamity that attends the preſent year is known; it is my misfortune, that you are pleaſed to ſend me ſuch orders, which make me aſhamed and afflicted—for my honour depends upon your protection. God knows, I do not allow myſelf a moment's leaſure from the buſineſs of the collections. The farmers are now employed in watering the lands for the rubby harveſt, and they will not have ſown the ſeed in this country till the middle of Phoos, for they cannot with the utmoſt labour water from one well more than 8 or 10 biſwas in a day: till the ſeed is in the ground, there is no proſpect of jaidaads. I have wrote to the Aumils and Chuchuldars moſt preſſingly to make the arrangements.---Be pleaſed to think that the country is extenſive, and this year the produce of the lands will be collected from the farmers, as they are alone reſponſible for the portion each cultivates; and not a rupee beſides the jaidaads, now ſettling will be collected from the Zemindars. The people are dying by famine, and it muſt be with the greateſt care that the jaidaads are realized.—After the grain is ſown, the Aumils will get jaidaads, and ſend me an account, which, as ſoon as received, I will preſent to you in perſon. When the account is prepared, after crediting the Tamaul, &c. whatever kiſtbundee may be ſettled ſhall be paid from the collections of the country. Till the arrangements are made, not a cowry of the collections ſhall be expended. The Tamuck and Tuncowdurs ſhall be diſmiſſed except ſome horſe and foot for the purpoſe of collecting: Without troops it is vain to expect any collections.—In this time of ſcarcity it will be neceſſary to give them ſufficient to live upon. What can be done? Human

endeavours are of no avail, in competition with the will of the Almighty.—My fortune depends upon your protection.—Whatever is received, Lalla Taije Roy will acquaint you.

A true Tranſlation,

(Signed) Rt. Gregory,

Aſſiſtant to the Reſident.

EXTRACT Bengal Secret Conſultations, 20 January 1784.

The following letters from Mr. Briſtow, dated 22d December 1783, was received, and circulated on the 11th inſtant.

Honourable Sir, and Gentlemen,

The great inconvenience and diſtreſs to which your affairs are expoſed, from Almas Ali Khan's withholding payment of the revenues under his charge, are fully exemplified in my correſpondence with Colonel Sir John Cumming, which I have now the honour to incloſe for your information. Had this Aumil paid his kiſts with his accuſtomed punctuality, I ſhould by this time have realized a ſufficient ſum to diſcharge the arrears both of the ſecond brigade and the detachment on the frontier ſtation. Circumſtanced as I am now, It is with difficulty I am enabled to ſupport the current diſburſements of my office.

Extract of Letter from Mr. John Briſtow, Reſident at the Vizier's Court, dated 6th January 1784.

In the mean time, Gentlemen, Almas, neither pays his revenues, or ſhews any diſpoſition to perform his promiſe, or comply with the Nabob's commands to return to Lucknow, although the period fixed by him is already elapſed.

IT appears from the above extracts, that the balance due on the aſſignments on Almaſs Ally Cawn, for the firſt three months of the fuſſullee year 1191, or from the middle of September to the middle of December 1783, amounted in

The

The monthly kiſts of the year beginning September 1783, are not received; but ſuppoſing them to be on the average of the two firſt months, viz. 7,00,000, they would have amounted, by the 11th March 1784, or the 16th month of the year, to - - - -		21,00,000
And it appears by the Reſident's letter of 6th January, that he had then paid only - -	4,58,000	
By the Accountant's treaſury accounts, from February to April, there was received in that time - -	1,00,060	
		5,58,000
The balance due 1ſt April would then be - -		15,42,000
And the further kiſt, to 11th April, may be ſuppoſed -		3,00,000
Balance in April, -		18,42,000

In which month 13 lacks were received from Almas Ally.

East India Houſe,
March 15th, 1787.

Wm. WRIGHT.
Auditor of Indian Accounts.

AN ACCOUNT

OF THE

NUMBER and NAMES of the Aides-de-Camp to the Governor General in each Year,

Beginning the 1st JANUARY 1774, and ending the 1st JANUARY 1785.

	Number.	Names.
January 1774	— 2 —	Captains James Browne and Patton.
1775	— 2 —	Captain Shewin, Lieutenant W. Palmer.
1776	— 2 —	The ſame.
1777	— 2 —	Lieutenants Palmer and Fairfax.
1778	— 2 —	Lieutenant Palmer, the other uncertain.
1779	— 3 —	Captains Palmer, Scott, and Chatfield.
1780	— 3 —	The ſame.
1781	— 3 —	Captains Palmer, Sands, and Chatfield.
June 1781	— 3 —	Captains Sands and Hogan, and Lieutenant Turner.
January 1782	— 4 —	Captains Sands and Frith, Lieutenants J. Anderſon and Turner.
May 1782	— 10 —	Lieutenant Colonel Cooper, Majors Conran and Browne, Captains Sands, Burrington, and Frith, Lieutenants Anderſon, Phipps, Turner, and Toone.
October 1782	— 11 —	The ſame, and Lieutenant George Wilton.
1783	— 11 —	The ſame.
January 1784	— 11 —	The ſame.
October 1784	— 11 —	Lieutenant Colonel Cooper, Majors Conran, Browne, and Sands, Captain Frith, Lieutenants Anderſon, Phipps, Turner, Wilton, G. F. Calcraft, and Enſign Mercer.
January 1785	— 11 —	The ſame.

East-India Houſe,
29th March 1787.

WM WRIGHT,
Auditor of Indian Accounts.

COPY

COPY of the 20th, 21ſt, and 22d Paragraphs of Major Oſborne's Plan for the Defence of the Douab, as entered in Bengal Secret Conſultations 12th January 1778.

EXTRACT of Bengal Secret Conſultations, 12th January 1778.

EXTRACT of Major Oſborne's Plan for the Management of Douab.

20th. THE Douab this year rents for forty-two lacks, but conſiderable might be the increaſe in a ſhort time, if a proper baſis was obſerved in the buſineſs of the collections; but this being the province of the Civil Government, how, and on what plan, the managers thereof ought to be beſt acquainted. The deſign of this project is for the defence of the Douab, and not to interfere with the collections, unleſs it ſhould be deemed proper to employ the troops at any time where the collections are withheld by refractory Zemindars; and then, where it does not reſpect ſuch countries or diſtricts appropriated to the Company for the payment of their demands on the Nabob, for which ſervice there are already three battalions formed, and commanded by Major Hannay.

The principal evils to be removed in the Nabob's Government are, that he has employed men of the loweſt capacities, or ſuch who, to increaſe their fortunes, heſitate at no conditions to be engaged in the revenue buſineſs, agreeing to pay more than the country can poſſibly furniſh, except by new taxes, hard and oppreſſive on the Zemindars and labourers, which ſoon oblige them to retire and leave their land uncultivated. The frequent change of farmers, who are removed, ſometimes before they have collected ſufficient to pay the peſhcuſs, or fees, a ceremony uniformly obſerved previous to obtaining their farms, too ſtrong an inducement to rapine, leſſening the revenue, and cauſing a total neglect of huſbandry, and leaving the country uncultivated and deſolate; the very beſt in the empire, for ſituation, ſoil, and variety of productions, but now torn to pieces, and the few inhabitants left reduced to poverty and beggary; and here is what cauſes almoſt a conſtant decreaſe of the revenue every ſix months. Add thereto, the reſource the renters are generally obliged to have, in order to pay the peſhcuſs: every art that cunning can deviſe is here practiſed; borrowing money at large and exorbitant intereſt; paying 5, and more, per cent. per month; receiving half in ready money, and the remainder in goods, which they take at one hundred, or more, per cent. to pay intereſt; beſides theſe are generally given to the Sarcar of the Adminiſtration at half what they coſt: theſe goods are then diſpoſed of to the Nabob, to anſwer his exigencies, at double the price compounded for with the renters, and Tuncaws granted for their amount; and the Nabob's troops uſed frequently to be paid in ſuch traſh, and on ſuch unreaſonable terms, no wonder, therefore, that mutiny and diſcontent ſhould have been ſo common in his army before he received Britiſh officers. What afterwards happened proceeded from different cauſes, and the goods generally revert into the very hands they were firſt in, purchaſed anew of the Nabob at half the price they went out. Thus, in order to diſcharge debts ſo accumulated, and to get ſomething themſelves to ſupply the extraordinary expence of other preſents, before and when they are put into their Governments, and then to ſecure their continuance till they can acquire ſufficient to anſwer all this, the renters are obliged to think of new means to extort from the ryots the ſurplus above what they have ſtipulated to pay the Nabob, when at the ſame time the country is not in a condition to furniſh even the real annual product; and this is the caſe every year, or at the expiration of every ſix months.

22d. Theſe are the inconveniencies and fatal errors to be removed, before an improvement can be expected of lands and revenues; and the power that contemplates them, and ſome few other facts, will diſcover all the cauſes of the preſent diſtreſſed ſituation of the Nabob Aſup ul Dowla's dominions.

EXTRACT of Bengal Secret Conſultations, of the 10th Auguſt 1778, as to the State of the Treaſury.

EXTRACT of Bengal Secret Conſultations, 10 Auguſt 1778.

MR. Barwell having ſent in the following Minute to the Secretary, it was circulated agreeably to his deſire.

Mr. Barwell.—In conſidering the preſent ſtate of the Treaſury, a comprehenſive view is doubtleſs propoſed of the actual exiſting riches of the ſtate, to be commanded to any immediate exigency of Government, and not depending on event, or on a revenue, the receipts of which may be rendered precarious by the approach of a foreign enemy; to effect this, it will be neceſſary to ſtate, on account, the real unappropriated treaſure this inſtant in our poſſeſſion; by unappropriated treaſure I mean all ſums of money, whether in the Treaſury of Calcutta, or elſewhere, not ſubject to the current diſburſement of Government, and totally diſtinct from the annual revenue, which I ſhall regard as appropriated to civil and military charges, and to remittances to Bombay and China. And to obviate doubts as to the ſufficiency of this allotment, I have annexed official eſtimates of the receipt at the Preſidency for the four enſuing months of Auguſt, September, October, and November. All poſſible internal demands thus ſhewn to be provided for, we hold at this inſtant the following ſums, in round numbers:

Balance of Calcutta Treaſury - - - -		54,00,000
Balance in the hands of the Paymaſters, and Military, ſtated by Paymaſter General - - - -	23,00,000	
Deduct for all poſſible diſburſements ſince the Board's call for a ſtate of their balances - - -	7,00,000	
		16,00,000
Caſh in the hands of the Reſident of Oude, ordered to the Preſidency. The receipt of this ſum cannot be doubted, as it is entirely unappropriated to any civil or military expence -	32,00,000	
Computed batta on aſſay at leaſt - - -	3,20,000	
		35,20,000
Total amount of Government's unapplied caſh - -		1,05,20,000

The reduced ſtate of the Treaſury, therefore, is merely ideal, and the Government is only in ſuch degree poor, as the Treaſury has been leſs concerted. I am againſt the Loan Account Kiſtbundee of the Provincial Council for four months.

ACCOUNT

ACCOUNT KISTBUNDEE of the Provincial Council, For Four Months,

	Baudin.	Affin.	Cawtick.	Augan.	TOTAL.
Burdwan	2,75,577 - - -	4,45,017 - - -	4,15,042 - - -	10,37,567 - - -	21,73,203 - - -
Calcutta	5,24,751 8 - -	2,75,218 - - -	1,68,734 6 - -	5,93,858 8 3 1	15,62,562 6 3 1
Chittagong	73,630 4 5 -	73,650 4 5 -	73,761 4 5 -	90,0044 4 3 -	3,11,026 - 18 -
Dacca	3,35,042 - - -	2,54,597 - - -	2,68,245 - - -	4,41,021 - - -	12,98,905 - - -
Dinagepore	6,05,089 15 3 2	2,74,966 - 4 12 1	1,50,719 15 2 2	6,21,443 1 16 3	16,52,219 4 15 -
Moorshedabad	5,01,210 4 - -	2,51,667 - - -	1,59,690 10 - -	7,56,443 14 - -	16,69,011 12 - -
Rajemcal	12,712 4 - -	10,093 6 8 -	3,369 12 - - -	24,806 4 - -	50,981 10 8 -
Boglepore	- - -	14,875 - - 2 -	18,610 - - - -	27,718 - - -	61,203 - - 2 -
Subah Behar	- -	2,05,903 15 - -	2,61,311 4 - -	4,18,687 5 - -	8,85,902 8 - -
Ramgur	2,401 - - -	4,601 - - -	4,700 - - -	5,400 - - -	17,102 - - -
Tipperah	10,000 - - -	10,000 - - -	10,000 - - -	18,000 - - -	48,000 - - -
Rupees	23,40,414 3 8 2	18,20,588 14 7 1	15,34,124 3 7 2	40,34,989 5 3 -	97,30,116 10 6 1

Fort William,
25th July 1778.

Errors Excepted.
(Signed) CHAs. CROFTS,
Accountant General to Revenue Department.

An ACCOUNT Charges Civil, Military, and Advances for Inveſtment, for Four Months.

	Civil charges for Baudun to Augun, incluſive.	Military charges for Baudun to Augun, incluſive.	Inveſtment for Baudun to Augun, incluſive.	TOTAL.
Burdwan	3,22,272	-	-	3,22,272
Calcutta	1,68,284	-	-	1,68,284
Chittagong	66,748	61,266	45,700	1,73,714
Dacca	1,29,128	20,000	3,51,515	5,00,643
Dinagepore	1,37,868	41,000	2,02,741	3,81,609
Moorſhedabad	14,34,936	4,82,619	2,00,000	21,17,555
Rajemahal and Bogłepore	1,07,272	10,000	14,127	1,31,399
Subah Behar	1,27,832	4,19,226	3,64,587	9,11,635
Ramgur	10,040	-	-	10,040
Rupees	25,04,380	10,34,101	11,78,670	47,17,151

Fort William, 25 July 1778.

Errors excepted.

(Signed CHARLES CROFTES,
Accot. to the Rev. Depart.

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Total of the kiſtbundee, for 4 months, or from Auguſt to December 1777 — — — — R.				97,30,116	10 6 1
Deduct total of charges civil and military, and advance account inveſtment — — — — —				47,17,151	0 0 0
Overplus, Rupees —				50,12,965	10 6 1
Add Receipts from Cheyt Sing.					
4 Mos, at 1,85,145. 6. 9 per M°, is — Sa Rs	7,40,581	11	0 0		
D°, Board of Cuſtoms, eſtimated at what was received from thence in the 4 months of laſt year	3,50,000	0	0 0		
D°, Sea Cuſtoms — — —	60,000	0	0 0		
				11,50,581	11 0 0
Sicca Rupees —				61,63,547	5 6 1
Or Curr Rupees —				71,49,714	14 5 Pice.

Fort William, 25 July 1778.

(Errors excepted.)

CHARLES CROFTES,
Accomptant General to the Revenue Department.

The Governor General having alſo ſent in the following minute, it was circulated.

Mr. Francis has aſſigned two diſtinct motives for his propoſal of opening the Company's treaſury for a loan of 50 lacks of current rupees, at an intereſt of 5 per cent. Firſt, to ſecure a proviſion againſt a deficiency in our ordinary ſupplies: Secondly, to afford a relief to the wealthy inhabitants, who, for want of ſuch a ſecurity for their ſpecie, might be induced to ſecrete it. The other reaſons enumerated by Mr. Francis depending on theſe, I ſhall not ſeparately examine them.

In the firſt place it appears to me, that Mr. Francis has been miſled in his computation of our actual means, by forming it intirely on the amount in our treaſuries at the Preſidency, without taking any notice of the balances in the provincial treaſuries, and in the other departments, in which they conſtitute, or at leaſt ought to conſtitute, as much a part of our preſent aſſets as if they were all depoſited in the principal treaſuries. But this error has been ſo ably rectified by Mr. Barwell, that it is unneceſſary for me to add any thing to his obſervations. I ſhall take up the ſubject in another point of light, and in that in which alone it can, according to my conception of it, be regularly viewed, or indeed without involving it in infinite intricacy, as the debate upon the means of the actual hour muſt be continually varying, and the concluſions upon it, even while they are forming, falſified by the difference between the real and eſtimated amount of each day's receipts and diſburſements.

I ſhall therefore conſider the ſubject in its relation, not to a partial period, but to the whole year, and ſhew that inſtead of the deficiency which Mr. Francis apprehends, we ſhall have a large ſupply of caſh at the end of it, and that therefore any addition made to it by a loan will not only ſubject the Company to an unneceſſary loſs of 2½ lacks of rupees, but lock up the greater part of the amount from circulation, into which it would probably be thrown by the uſual means employed by individuals, of employing their money to advantage.

I have annexed to this minute, a copy of the eſtimate formed by our accountant of the probable receipts and diſburſements for the whole year. Having carefully examined the ſeveral articles on each ſide of the account, I ſee no cauſe to doubt the accuracy of any of them; but as ſeveral orders have lately been paſſed, which will produce a conſiderable addition to the expences of the year, excluſive of thoſe ſtated in the eſtimate, I ſhall ſtate theſe in groſs ſums, eſtimated beyond my belief of their probable amount, which, deducted from the balance of the eſtimate, will ſhew the probable ſum in advance at the end of the year.

I ſhall firſt inſert the balance annexed eſtimate, being the ſuppoſed ſum which will remain, after deducting all the probable diſburſements from our expected reſources, on the 30th April 1779 —		2,35,60,000
1. Extraordinrry diſburſements not provided for by the eſtimate.		
2. 6 Battalions of Sepoys — — —	Lacks	10
3. Reſolution and Charlotte — — — —		5
4. Marine — — — —		5
5. Victualling ſtores — — —		2
6. Stores of the works — — —		2½
7. Native Artillery — — —		1½
8. Additional Militia Sepoys — — —		1¼
9. Other contingencies — — — —		2½
		30,00,000
Corrected balance on the 30th April 1779 —		2,05,60,000

It is my belief that the real expences will not exceed one half of the ſum at which I have eſtimated them for the period of time for which they are calculated; but even if they be taken much higher, the expected balance will be at leaſt two crores of rupees, a ſum excluding every idea of diſtreſs, and of the conſequent neceſſity of borrowing money to relieve it.

I now come to the laſt argument, namely, the relief which it will afford the wealthy individuals, who might otherwiſe be induced to ſecrete their wealth. To this I reply, that the Company's treaſury is always open for depoſits; and there is no doubt that thoſe who would wiſh to avail themſelves of ſuch ſecurity for their property, would not wait for the profit of 5 per cent. as an inducement, if their only alternative was to entruſt it to the faith and cuſtody of Government without intereſt, or to ſecrete it and conceal it with equal loſs of intereſt for it; they have other means of employing their money with an intereſt, or any other advantage on it; this, as I have before obſerved, would be an objection to the receipt of it in the Company's treaſury, as it would then be dead, inſtead of being profitably given to circulation.

But in diſcuſſing this laſt motive, it may be proper to attend to a point on which I am not ſufficiently well informed: It ſhould firſt be known, whether the native merchants are deſirous themſelves of lending money to the Company, on the conditions propoſed by Mr. Francis. In my opinion, the propoſition ſhould come from them; if precipitately from us, it would probably, at this time, occaſion an alarm, or convey an impreſſion unfavourable to our credit.

(Signed) WARREN HASTINGS.

ABSTRACT

By the Diſburſements in 1778-9.

To Balance.

To Balance.

Cash remaining in the following Departments, on 30th April 1778.

General Department.

Civil	1,14,20,000		
Military, by estimate	20,00,000		
Marine	60,000		
		1,34,80,000	
Revenue department - Sa. Rs.	50,00,000		
Batta 16 per Ct.	8,000,000		
		58 00,000	
Commercial department		21,00,000	
			2,13,80,000

To Receipts expected in 1778.

General department.

Civil.

Drafts on Europe	10,00,000		
Calcutta Customs	3,30,000		
Mint Duties	50,000		
Post Office Collections	50,000		
Rajah Cheyt Sing's tribute	25,70,00		
		40,00,000	
Military.			
Army subsidy		34,60,000	
Marine.			
Sales of naval stores	30,000		
		74,90,000	
Revenue department.			
Receipts of Revenue in 1777 8	2,44 00,000		
Batta 16 per Ct.	39,04,000		
		2,83,04,000	
Commercial Department.			
Import sales	18,50,000		
Export sales	60,000		
Opium	9,00,000		
Salt Committee	27,70,000		
		55,80,000	
			4,13,74,000
Nabob Asoph ul Dowlah.			
Balance due from him, 30th April 1778			26,70,000
		Ct. Rs.	6,54,24,000

Fort William, 5th August 1778.

By the Disbursements in 1778-9.

General department.

Civil Charges, as in 1777-8		28,00,000	
Military.			
Paymasters to the army	85,00,000		
Military stores	4,00,000		
Garrison provisions	2,00,000		
Fortifications and buildings	9,00,000		
		1,00,00,000	
Marine		5,00,000	
			1,33,00,000
Revenue Department.			
Disbursements, as in 1777-8.			
Charges	46,45,000		
Stipends and allowance	19,75,000		
Salt	4,60,000		
Opium	6,00,000		
Salt Petre	20,000		
Sicca Rupees	77,00,000		
Batta 10 per Ct.	12,32,000		
		89,32,000	
Lord Clive's jaghire		2,60,000	
Commission on the Revenues two years will be due		1,98'000	
			93,90,000
Commercial Department.			
Suppose			1,40,00,000
			3,66,90,000
Extraordinary Disbursements, which may take Place in 1778-9.			
Account Deposits		8,70,000	
Mayor's Court ditto		1,58,000	
Commission due to General Coote		40,000	
Bonded debt		4,00,000	
			14,08,000
Supply to other Presidencies.			
Bombay		15,00,000	
Canton		10,00,000	
Madras		10,00,000	
Bencoolen		2,50,000	
St. Helena		10,000	
			37,60,000
			4,18,58,000
By Balance unappropriated			2,35,66,000
		Ct. Rs.	6,54,24,000

Errors excepted.

(Signed) W. LARKINS.
Accountant General.

COPY of a Letter to the Vizer, written 2d April 1778.

To the Vizier:—Written 3d April 1778.

I HAVE received information, through a variety of channels, of ſeveral meaſures adopted by your Excellency reſpecting the two Bhegums, and others, of a nature which have a tendency to draw reproach on your Government, and to leſſen your credit in the eyes of the world: Theſe have likewiſe been confirmed by letters from Mr. Middleton, and by the general voice of theſe who have been in your Excellency's dominions, who concur in reporting that the family of the late Nabob are reduced to ſo great diſtreſs as to be even in want of the common neceſſaries of life.

It is not without the deepeſt regret that I find myſelf under the neceſſity of interfering in matters of ſo delicate a nature. yet the friendſhip I bear to your Excellency, and the honour of my employers, whoſe connection with you is ſuch, that every act of your Government, which either encreaſes or diminiſhes your reputation, affects theirs in the ſame manner, obliges me to point them out to you, and to give you my ſentiments thereon, with the leaſt reſerve.

In the firſt place the Bhegum your grandmother complains, that your Excellency has deprived her of the allowance eſtabliſhed by the late Nabob for the maintenance of the family he left behind him, and have reſumed the jagheirs and and emoluments of all her ſervants, and immediate dependants: That you have made no ſuitable proviſion for the Nabob's women and children, and entirely neglected their education: That you ſuffer your favourites to infringe her rights, and to inſult your relations; and inſtead of giving them redreſs, that you appear to connive at and ſecretly encourage them in ſuch conduct, by which means ſhe is ſubjected to the greateſt mortifications and indignities. Theſe are the grievances complained of by the Alleah Bhegum your grandmother—thoſe alledged by Bhow Bhegum, your mother, are of a ſimilar nature, of unkind treatment from you, and your withholding from her certain jagheirs and rights which ſhe is entitled to by the gift of the late Nabob. Another inſtance which I cannot omit is what is alledged of your conduct relative to the late Nabob Sheer Jung, who being related to your family, and having, from his attachment to the late Nabob Sujah ul Dowlah, been liberally ſupported by him, ſeems to have deſerved better treatment at your hands; yet I am informed that, not contented with reſuming in his life time the grants made to him by your late father, you, on his deceaſe, ordered his property and private eſtate to be ſeized, and appropriating it to your own uſe, deprived his family of ſupport, and did not even leave to his ſtiends the means of conveying the corps of the deceaſed to Lucknow.

Although, from the knowledge I have of the humanity of your Excellency's diſpoſition, I am convinced that theſe reports have been exaggerated, yet they are of ſuch a nature as to affect your Highneſs, too tenderly to be ſuffered to exiſt. While appearances remain, the world who are guided by them, will exclaim againſt them as real facts, and cenſure your conduct. As the dictates of nature are ſuppoſed to influence relations to ſeek ſupport from each other, in preference to ſtrangers, and as women particularly look for protection from their relations of the other ſex who poſſeſs the power, it will be conceived that no conſideration, but the experience of the moſt unkind and mortifying treatment, could induce them to withdraw themſelves from your Excellency's dominions.

The duty of children towards parents is enjoined by all laws, and the breach of it condemned by all nations; this is a general obligation which is binding on all mankind; but the Bhow Bhegum,

Bhegum, excluſive of her maternal right, has a particular claim to your Excellency's attention and kindneſs, as you owe to her interceſſions with the late Nabob, not only your elevation to your preſent greatneſs, but ſtill a more valuable bleſſing.

I need not point out to your Excellency the example of your father, whoſe whole conduct to the Bhegums was not only marked with kindneſs and reſpect, but with bounty, in the eſtabliſhment of a handſome proviſion for them. It is incumbent on your Excellency to imitate him, and by the obſervation of ſuch a conduct as your duty requires, to remove every unfavourable imputation, to conciliate the good opinion of the world, and, in ſhort, to conſtitute yourſelf a pattern to others.

The Bhow Bhegum has a public title to my interpoſition for the due maintenance of all the rights which ſhe poſſeſſes in virtue of the treaty executed between your Excellency and her, as Mr. Briſtow, at your requeſt, pledged the honour of the Company for the performance of it; I am therefore compelled, not only to ſolicit but to require, by the right of the guarantee, that you do not, either directly or indirectly, deviate from the treaty, but fulfil it in every inſtance.

Before I conclude this ſubject, permit me to ſuggeſt ſome obſervations on the affair of the late Nabob Sheer Jung, which, although of a more private nature than the preceding, yet as the ſtability of every Government depends greatly on the attachment and confidence impreſſed on the ſubjects by the equity and moderation of the ruler, I muſt recommend to your Excellency in the ſtrongeſt terms, to reverſe the reſolution you have taken to the prejudice of this family, and to abſtain from every act in future, by which individuals may be aggrieved, and the affections of your ſubjects alienated.—I have explained myſelf more fully on theſe ſeveral ſubjects to Mr. Middleton to whom I beg leave to refer you.

I muſt add, on my own part, that I do expect your compliance on all theſe points. When I addreſs you in my own character, I know that, conſidering me as the friend of your confidence, you will reply with the frankneſs and unreſerve of a friend, nor ought I to be offended if my advice ſhall fail in it entire effect; but the ſentiments which I now offer are not only my own, it is the collective body of this Government, which ſpeaks to you through me; and your own prudence will ſuggeſt to you that ſuch a voice ought not to be heard in vain.

COPY Letter from the Governor General to the Vizier, and to Hyder Beg Khân, dated 26th April 1780, relative to the appointment of Colonel Hannay to the ſuperintendance of Goruckpore.

To the Nabob Vizier: Written 26th April 1780.

I HAVE learned with very great ſatisfaction, that your Excellency has been pleaſed to reſtore to Major Hannay the charge of ſuperintending the diſtricts of Goruckpore, &c. with which you formerly inveſted him. I eſteem this a mark of your attention to my original recommendation of Major Hannay; and from the abilities, integrity, and zeal for your ſervice, which I know he poſſeſſes, I am perſuaded your Excellency will have no cauſe to repent the appointment you have given him. In order, however, that the intention of this appointment may not be

defeated, and that the Major may not be deprived of the means of accompliſhing the ſervice expected from him, it is indiſpenſably neceſſary, that your Excellency ſhould not only give him due authority and ſupport, but that you ſhould alſo convince him, as well as the immediate rulers of the country he has to ſuperintend, and above all the people about your own perſon and Court, that you place an implicit faith and confidence in his zeal for your ſervice, and will not ſuffer any perſon whatever to obſtruct or thwart him in the execution of it. This is ſo obviouſly neceſſary, that I truſt it is your Excellency's firm intention to do ſo; and it will be the certain means of obviating thoſe difficulties and vexatious obſtacles, which I underſtand, and have every reaſon to believe, were oppoſed to the Major's endeavours, when he was before employed by your Excellency in that country, to the great detriment of your ſervice and Government.

So long as your Excellency obſerves that line of conduct towards Major Hannay, I ſhall be very happy to hear of his continuance in the office wherein you have placed him; becauſe I am convinced his labours will be attended with the moſt ſalutary effects to your Government, and that degree of credit and reputation to himſelf, which, I always flattered, would reſult from my compliance with your Excellency's firſt requiſition of his ſervices.

It is not my intention to force, or even to influence your Excellency's inclinations with reſpect to employing Major Hannay: whatever may be my wiſhes on this head, I do not deſire they ſhould controul your's. The turn of Major Hannay's ſervices depend on your Excellency's pleaſure; all I ſhall contend for is, that while he is employed by your Excellency, he be employed in ſuch a manner, as not to bring diſgrace on his own character, or diſcredit on my recommendation.—This is certainly what I have a right to expect; and I think it neceſſary to declare to your Excellency, that unleſs it is complied with, it will become my duty to recall Major Hannay altogether from your ſervice. The perſonal regard I have for him will not ſuffer me to continue him in any ſituation where he is ſubject to unbecoming treatments; and I think much too highly of his abilities, to conſent to their being thrown away in an uſeleſs purſuit.

Your Excellency will not conſider this letter as written in conſequence of any repreſentation from Major Hannay: He is not acquainted with my writing it; and the tenor of all the letters I have received from him ſince his re-appointment to his former charge, would encourage me to believe your Excellency had determined to purſue that line of conduct towards him, which I have now taken the liberty to recommend. But Major Hannay muſt expect to meet with powerful oppoſition among the dependants of your Court, who will naturally view his appointment, and the confidence you may be inclined to repoſe in him, with jealouſy and diſguſt; and their moſt artful inſinuations will ever be employed to bias your judgment, and betray you into their intereſted views. This, I am perſuaded, was the principal ſource of all the vexation and diſappointment which the Major experienced in his former endeavours to promote your Excellency's ſervice; and it is the deſire I have to guard you againſt ſuch incendiary deſigns in future, that has induced me to give you this early declaration of my ſentiments and expectations on Major Hannay's appointment.

To Hyder Beg Khân: Written 26th April 1780.

Having been informed that the Vizier has been pleaſed to reſtore Major Hannay to the office of ſuperintending the diſtricts to the river Gogra, I have thought it neceſſary to write to his Excellency, ſignifying my ſentiments and expectations in regard to the Major's appointment.

As you have a principal ſhare in conducting the affairs of the Nabob, and conſequently an influence with him, I encloſe you a copy of a letter to his Excellency on the above ſubject, that you may alſo be clearly informed of my ſentiments and wiſhes: And, as it muſt appear to every man of underſtanding and diſcernment that I have recommended nothing but what tends to promote the intereſt of the Nabob's Government, I do expect from you a willing and hearty exertion of all your endeavours to render my recommendation effectual. You muſt be well acquainted with the regard I bear Major Hannay; and you may be aſſured that I ſhall conſider every act of kindneſs to him as a teſtimony of your attention to me.

COPY

COPY of Letter from the Governor General to Rajah Cheyt Sing, dated 17th January, 1781.

To Rajah Chyt Sing.—Written 17th January 1781.

3. Frequent repreſentations having been made to me of the want of punctuality in the payment of your Malguzary, that part more particularly which is aſſigned for the diſburſement of Seidut Ally Khan's ſalary; and it having at this time, more than any other, a bad and ſuſpicious appearance; I do peremptorily order, That all arrears, of whatſoever kind, be paid within 24 hours after the receipt of this Perwanna, or you muſt expect that bad conſequences will follow.

COPIES of Letters from the Reſident at Benares to the Governor General and Council, dated the 7th of December 1780, and the 13th Day of January 1781.

EXTRACT of Bengal General Conſultations, 14th December 1780.

READ the following letter from the Reſident at Benares.

To the Honourable Warren Haſtings, Governor General, &c. Supreme Council of Fort William.

Honourable Sir, and Sirs,

I have herewith the honour to ſend you twelve bills of exchange, for the ſum of Calcutta ſicca rupees 1,63,396. 1. 17. drawn in favour of the Honourable Company, as per accompanying invoice, being balance on account of Rajah Cheyt Sing's kiſt, due the 4th ultimo, after deduction of the Nabob Sadut Ally Khan's monthly allowance of out ſiccas 25,000, or Benares ſicca rupees 23,310. 4. at 7. 4. per cent. batta.

I have received the honour of your letter of the 2d ultimo, reſpecting the demand you have thought proper to make of a part of the Rajah's cavalry. In explaining to him the reaſons of this demand, I have endeavoured to obviate the apprehenſion he might entertain of its being converted into a permanent impoſition, and have told him, that the ſervices of this force will be required no longer than the continuance of the preſent war. I have not yet received his anſwer to the Honourable the Governor General's Perwannah.

I have likewiſe to acknowledge the honour of your letter, dated the 2d ultimo, directing, that no advance of money be made to officers on their march, without expreſs orders; to] which I ſhall pay the ſtricteſt attention.

I have

I have remitted to Major Camac the balance of the ſubſidy. I have ſent 50,000 rupees of this amount in ſpecie, having received advice from Major Camac, that he was greatly diſtreſſed for want of caſh, being unable to get the bills diſcounted, which I had before forwarded. I have ſent this ſum in the manner in which treaſure is uſually ſent from this place, as the ſafeſt and moſt expeditious method; the perſon who engages to convey it, at the ſame time enſuring its ſafe delivery.

I have the honour to be, &c.

Benares,
7th December 1780.

(Signed) F. FOWKE.

Ordered, That the bills be ſent to the Sub-Treaſurer.

EXTRACT of Bengal General Conſultations, the 29th January 1781.

Read the following letter from the Reſident at Benares.

Honourable Sir, and Sirs,

I have received the honour of your commands, of the 14th ultimo, reſpecting Captain Eaton's complaint, with the original and tranſlate of the Governor's General's letter to the Rajah upon this ſubject. The former I delivered to the Rajah, who immediately ſent to apprehend and bring to this place the perſon accuſed. On their arrival I ſhall take care that an accurate enquiry and inveſtigation be made, in the manner you have been pleaſed to direct, and ſhall immediately tranſmit the proceedings to your Honourable Board.

In obedience to your orders of the 19th ultimo, I have this day remitted to Major Camac the balance of the kiſt due the 14th ultimo, after deduction of the allowance to the Nabob Sadut Ally Khan, and ſhall continue the ſame remittance monthly. As the preſent batta of 5½ per cent. on the Oude ſiccas is a medium rate, I propoſe, with the approbation of your Honourable Board, to adhere to it invariably in future in the payment of the Nabob's allowance, whatever the fluctuations of the Bazar may be; and to this the Nabob himſelf has conſented.

I have the honour to be, &c.

(Signed) F. FOWKE.

Reſident at Benares.

Benares,
1st January 1781.

ACCOUNT

OF THE

Payments of the Kifts due by the Rajah Cheit Sing, from May 1780 to May 1781; and of the Payments made to the Nabob Saudit Ally, on Account of his Stipend.

EXTRACT Fort William Journal, 80-1, Page 734.

RESIDENT at Benares Dr. to Profit and Loss.

Received of Rajah Cheit Sing, on account of his tribute.

1780.	May	1,98,431	4	12
	June	1,98,431	4	12
	July	1,98,431	4	12
	Auguſt	1,98,431	4	12
	September	1,98,431	4	12
	October	1,98,432	4	12
	November	1,98,431	4	12
	December	1,98,431	4	12
1781.	January	1,98,431	4	12
	February	1,98,431	4	12
	March	1,98,431	6	12
	April	1,98,431	6	12
	Standard Gourſhay Rs.	23,81,175	11	4
	Batta 8. 3. 14. 2. 2. 8. per cent.	1,96,048	14	10 2
				25,77,224 11 9

Sundry Accounts Dr. to the Nabob Aſſophul Dowla.

Page 735.—Paid to Mirza Saudit Ally Khawn his allowance of three lacks per annum, as per order of the Honourable the Governor General and Council, dated 20th March 1780.

1780.	May			
	June	50,000	0	0
	July	11,480	3	0
	Auguſt	23,310	6	2
	September	23,310	6	2
	October	23,310	6	2
	November	23,310	0	2
	December	23,753	0	2
1781.	Janry.	23,753	0	2
	February	23,753	0	2
	March	23 753	0	2
	April	23,753	0	2
	Standard Gourſhay Rups.	2,73,485	4	16
	Batta 8. 3. 14. 2. 2. 8 per cent.	22,516	13	3
				2,96,002 1 10

East India Houſe,
9th April 1786.

WM. WRIGHT,
Auditor of Indian Accounts.

COPY

COPY LETTER from the Widow of Rajah Bulwant Sing, and Arzie from Rajah Mehipnarain Behadre, both received 15th December 1782.

From the Ranny Widow of Rajah Bulwant Sing: Received 15th December 1782.

46. I And my children have no hopes but from your Highneſs, and our honour and rank are beſtowed by you. Mr. Markham, from the advice of my enemies, having protected the farmers, would not permit the balance to be collected. Babboo Dirgbejey Sing frequently before deſired that Gentleman to ſhew his reſentment againſt the people who owed balances, that the balances might be collected, and to give eaſe to his mind for the preſent year, conformably to the requeſt ſigned by the preſence, that he might complete the bundobuſt; but that Gentleman would not liſten to him; and having appointed a Muteſeddy and Taveeldar, employs them in the collections of this year, and has ſent two companies of ſepoys, and arreſted Babboo Dirgbejey Sing, upon this charge, that he ſecreted in his houſe many lacks of rupees from the collections; and he carried the Mutteſeddes and Treaſurer, with their papers, to his own preſence.—He neither aſcertained this matter by proofs, nor does he complete the balance of the Sircar from the Jaidads of the balances; right or wrong, he is reſolved to deſtroy our lives.—As we have no alylum or hope except from your Highneſs, and as the Almighty has formed your mind to be diſtributor of juſtice in theſe times, I therefore hope, from the benignity of your Highneſs, that you will enquire, and do juſtice in this matter, and that an Ameen may be appointed from the preſence, that having diſcovered the crimes or innocence of Bebboo Dirgbejey Sing, he may report to the preſence. Further particulars will be made known to your Highneſs by the Arzie of my ſon, Raja Mehipnarain Behadre.

Arzie from Raja Mehipnarain Behàdre: Received 15th December 1782.

47. I before this had the honour of addreſſing ſeveral Arzies to your preſence, but, from my unfortunate fate, not one of them has been peruſed by your Highneſs, that my ſituation might be fully learnt by you. The caſe is this:—Mr. Markham, from the advice of my enemies, having occaſioned ſeveral kinds of loſſes, and given protection to thoſe who owed balances, prevented the balance from being collected. for this reaſon, that the money not being paid in time, the Babboo might be convicted of inability.—From this reaſon, all the owers of balances refuſed to pay the Malwajib of the Sircar. Before this the Babboo had frequently deſired that Gentleman to ſhew his reſentment againſt the perſons who owed the balances, that the balances might be paid, and that his mind might be at eaſe for the preſent year, ſo that the bundobuſt of the preſent year might be completed; adding, that if next year ſuch kind of injuries and protection of the farmers were to happen, he ſhould not be able to ſupport it. But that Gentleman did not reprove the owers of balances; and with reſpect to the ſatisfaction for the preſent year, he ſaid that he could not at this time do it. From this reaſon ſo great a balance to the Sircar ſtill remains. Beſides this, upon the falſe repreſentations of my enemies, that Gentleman ſaid to the Babbo,—"You have ſecreted in your houſe ſeveral lacks of rupees from the collections, "and do not pay the balance to the Sircar."—The Babboo requeſted that this matter might be properly enquired into; but that Gentleman, without aſcertaining it, appointed a Muteſeddy and a Treaſurer from his own Sircar for the collections of the preſent year.—Afterwards, on the 4th of Zeheidja, he ſent an Engliſh Gentleman with two companies of ſepoys, who put the Babboo under an arreſt. At the ſame time, he threw the Muteſeddees and Treaſurer, with their papers,

papers, into confinement, and brought them to his own preſence; and told me, that orders had come from the preſence for a new Naib, and that, I muſt appoint Jugdeo Sing Naib to finiſh the bundobuſt of the preſent year, and that, having ſettled this point with the Ranny I ſhould return.—I gave him a proper anſwer; and again went to the preſence of that Gentleman; and, conformably to the directions of the Ranny, I ſaid to him, that with reſpect to the Neabut of Jugdeo Sing which he had ordered, I was now myſelf able to attend to and manage the affairs of the Sircar, and that the Ranny did not conſent to or approve of a Naib; that it would have been incumbent on him firſt to have proved the crime of Babboo Dirgbejey Sing, and then confined him, that this would have been proper, becauſe, in the room of all the rank and honour beſtowed upon him by the preſence, from this event diſgrace and injury without bounds have come upon him; that now, from the carrying the Muteſeddees and Treaſurer, with their papers, to the preſence, no ſecrecy remained. If this matter ſhould be carried to the proofs, the Babboo is entirely guilty; but in caſe of his innocence, let the guard be taken off, and the affairs of this year may be fully diſcuſſed.—Mr. Markham replied, that he would again write this matter to the preſence.

My maſter, I do not know what he may have written to your preſence; I have therefore repreſented fully my diſtreſſed ſituation. My only hopes are from your Highneſs: my honour and rank are beſtowed by you. Mr. Markham having written falſe complaints to your preſence, has brought me to this ſituation, and has thrown the concerns of this year into incompletion and ruin. I am hopeful therefore that an Ameen may be appointed, who having enquired into the crime or innocence of the Babboo, may inform the preſence, and may compel the owers of balances to pay the balance of the Sircar. You have approved of the concerns of the preſent year being completed by me; favour me ſo far as to prevent the injuries and protection of the farmers from that Gentleman, and that I may remain firm, conformably to the requeſts ſigned by the preſence, that I may complete the Mulwajib of the Sircar with eaſe.

An

AN ACCOUNT

OF ALL THE

GROSS SUMS that have been paid by the East India Company to Government, from the Year 1757 to the present Year; distinguishing each Year, and Article.

	Duties of Customs and Excise.	Indemnity on Tea.	Paid Government as per agreement.	Re-payment of the Loan of £. 1,400,000. granted for the relief of the Company in 1773, with interest thereon.
1st March 1757 to 1st March 1758	£. 547,726	£.	£.	£.
1758 — 1759	330,490			
1759 — 1760	567,808			
1760 — 1761	526,041			
1761 — 1762	569,937			
1762 — 1763	574,408			
1763 — 1764	559,648			
1764 — 1765	705,815			
1765 — 1766	755,744			
1766 — 1767	728,428			
1767 — 1768	769,424			
1768 — 1769	865,850	—	400,000	
1769 — 1770	919,493	147,379	400,000	
1770 — 1771	967,222	43,640	400,000	
1771 — 1772	862,723	89,875	400,000	
1772 — 1773	915,658	—	200,000	
1773 — 1774	1,020,104	202,156	253,779	
1774 — 1775	824,525	—	115,620	263,022
1775 — 1776	824,267	—	—	849,468
1776 — 1777	876,934	—	—	422,192
1777 — 1778	723,018			
1778 — 1779	921,313			
1779 — 1780	696,202			
1780 — 1781	823,550	—	—	
1781 — 1782	549,634			
1782 — 1783	773,053			
1783 — 1784	237,804			
1784 — 1785	535,0 0			
1785 — 1786	1,434,727			
1786 — 1787	802,420			
	£. 22,208,976	£. 483,050	£. 2,469,399	£. 1,534,682

The sum of £. 100,000, the last payment to Goverment per agreement, was paid the 7th instant.

Errors excepted.

East India House,
the 27th March 1787.

W. RICHARDSON, Accomptant.

BULLOCK

BULLOCK CONTRACT.

EXTRACT of Proceedings of the Board of Inſpection, the 25th September 1777.

READ the following letter, and encloſure, from the Army Contractor.

To the Honourable Warren Haſtings, Preſident, &c. Members, the Board of Inſpection.

Honourabe Sir, and Sirs.

Having acted for theſe ſix months as Contractor to the Army, and employed myſelf with the the moſt indefatigable care and attention to acquire a proper knowledge of every branch of this complicated buſineſs, permit me to ſtate a few particular circumſtances which experience has diſcovered to me, and which, I, with the greateſt deference, ſubmit to the conſideration of the Honourable the Governor General and Council. By comparing the terms of my contract with the eſtimate which I have the honour to encloſe, you will perceive the profits ariſing from that branch of it to be ſmall, and inadequate to the riſque; for, beſides a number of bullocks reported unfit for ſervice in all the brigades, no leſs than four hundred have been, by the commanding officer in the field diſcharged, from the third brigade alone, which number I am juſt now providing Purnea, and in other quarters at a great expence. Another circumſtance I beg leave to mention of great hardſhip and inconvenience to every new contractor the firſt year, that he is obliged to purchaſe rice and grain for the immediate ſupply of the troops and cattle, at a price conſiderably above the rates he might have purchaſed at, by laying in a proper ſtock ſix months before hand: This is a hardſhip which every contractor of a ſingle year muſt in ſome degree neceſſarily be ſubjected to; but it fell ſeverely upon me, having been, notwithſtanding my repeated remonſtances, detained at the Preſidency by the delay of the Company's Attorney, in not executing my contract till the middle of December.

And though I proceeded with great expedition on my journey, with bearers all the way, at a great expence, yet I did not arrive at Bellgram till the latter end of January, which prevented me from taking charge of my contract till the 1ſt of February; ſo that at the expiration of the preſent year, inſtead of twelve months, as ſpecified in my contract, I ſhall only have had poſſeſſion eleven: I might enumerate many other inconveniences and hardſhips ariſing from the ſhort term of a ſingle year; but as the Honourable Board are well acquainted with the terms upon which I took the contract, I flatter myſelf they will not be averſe to an extenſion of it, eſpecially as my firſt propoſals and eſtimates were taken ſo very low, in hopes of a three years tenure; I requeſt therefore that the Honourable the Governor General and Council, in order to retrieve the loſſes, and remedy the inconveniencies of the preſent year, will be pleaſed to add two years to my contract, with the additional equitable clauſes—that the contractor ſhould be allowed half price by the Company for every diſcharged bullock—and alſo that when the brigades march, the contractor ſhall be allowed by the Company, at the ſame rates that he is obliged to pay to the Ryots, for the extra number of bullocks employed, to be certified by the Reſident or Chief of the Province where the bullocks are hired. I beg leave to appologize for giving the Honourable Board ſo much trouble, and have only to add, that I ſhall conſider myſelf under great obligations for this further indulgence, and that no care or pains ſhall be omitted by me to give full ſatisfaction in the performance of my contract.

I am,
Honourable Sir, and Sirs,
Your moſt obedient humble ſervant,
(Signed) NICH. GRUEBER.

Belgram,
9th July 1777.

CHARGES paid by the Contractor for feeding 100 Draught Bullocks at Camp.

When not employed on service.

At the feed of 2 seers of gram to each bullock per day, or 5 maunds per day for 100 bullocks, makes 150 maunds for a month of 30 days.

	Rupees.		
Gram, 150 maunds, at 30 seers per rupee, the estimated annual medium bazar price	200	0	0
Bousse, at one rupee per day per 100 bullocks	30	0	0
Salt, Massaulah, ropes, baskets, and the proportion of Sircars and Weighman's wages, at one anna 6 pice per month, for each bullock	9	6	0
Wages to a Sirdar Driver 6 Rs. to his two mates, 10 rupees	16	0	0
— to 50 Drivers (one allowed for every 2 bullocks) at 4 Rs. each	200	0	0
	455	6	0
A Contractor paying to his predecessor 12 Rs. 8 Ans. for each bullock, 100 bullocks stand him in 1,250 Rs. and interest on that sum (at the rate of 10 per cent. per Annum) amounting to 125 Rs. for one year, is — per 1 Mo.	10	6	8
The monthly charge of feeding as above, being Rs. 455. 6, and advanced one month at least before he is reimbursed, interest — per Ditto	3	12	0
Reckoning the loss by deaths no more than one bullock in a hundred in one year, the proportion for a month is	1	0	8
	470	9	4
The Contractor receiving from the Company at the rate of 5 rupees per month for each bullock, is, for 100 bullocks, for one month, 500 Rups.			
The monthly gain on 100 unemployed bullocks	29	6	8
Rupees	500	0	0

When on a march, or employed on actual service.

At the feed of 3 seers of gram to each bullock per day, or 7 maunds 20 seers for 100 bullocks, makes 225 maunds for a month of 30 days.

Gram, 225 maunds, estimated at no higher price in the field, or on a march, than in camp, viz. 30 seers per rupee, as per contra	300	0	0
Bousse, — Ditto, at same price, as per contra	30	0	0
Salt, &c. — Ditto — Ditto	9	6	0
Wages to Sirdar Driver and Mates, Ditto	16	0	0
— to 50 Drivers — Ditto	200	0	0
	555	6	0
A month's interest on prime cost of the bullocks, as per contra	10	6	8
Ditto, on Rs. 555. 6, advance as above for feeding	4	1	0
Reckoning the loss by death no more when on a march, or in the field, than it is estimated at in camp, when the bullocks are not employed, the proportion for a month is	1	0	8
	570	14	4
The Contractor receiving no higher rate for his bullocks when on a march, or employed on actual service in the field, than when unemployed in camp.			
The monthly loss on 100 bullocks, when on a march, or employed on actual service in the field, will be	70	14	4
Rupees	500	0	0

(202)

Read the following propoſals received from Mr. Johnſon.

To the Honourable Warren Haſtings, Eſquire, Governor General, &c. Council, Fort William.

Honourable Sir, and Sirs,

As the expiration of the contract for providing and feeding draught and carriage cattle, and for victualling the Europeans of the whole army, draws near, I beg leave to ſubmit the following propoſals to your conſideration.

Within the Provinces.	Draught bullocks, at Sonaut rupees	3	7	0	per month
	Carriage bullocks - -	3	3	0	per Do.
	Ditto Ditto unemployed -	2	9	6	per Do.
	Camels, the property of the Company	16	0	0	per Do.
	Ditto, the property of the Contractor	30	0	0	per Do.
Without the Provinces.	Draught bullocks, at Sonaut Rupees -	5	0	0	per Do.
	Carriage bullocks - -	3	10	0	per Do.
	Camels, the property of the Company -	16	0	0	per Do.
	Ditto, the property of the Contractor -	30	0	0	per Do.

To victual the Europeans at Sonaut Rupees 10 each per month, receiving proviſions and drams every day; and Sonaut Rupees 5 each per month, receiving proviſions and drams alternately.

The foregoing terms are as low as they can be, to do juſtice to the cattle, and can only be undertaken on ſuch low terms, in conſideration of the contracts being granted for the ſpace of five years, which proves the advantage the Company will reap by granting it for that ſpace of time.

It may next not be improper to point out what enables me to offer ſuch low terms.

Firſt. Becauſe the certainty of holding the contract for that time will make it worth my while to advance money to the farmers, for the crops of grain before it is ſowed, and thereby get it much cheaper than purchaſing it as it is wanted in the markets.

Secondly. As it will then be worth while to eſtabliſh granaries at the different ſtations of the troops, which will be a conſiderable ſaving in the tranſports, and which cannot be ventured upon for one year, on the uncertainty of a ſucceſſor's taking the ſtock on hand.

Thirdly. As the time will permit my having a nurſery of cattle in ſuch parts of the country which produces the beſt cattle, and thereby be more regularly ſupplied, and at a cheaper rate, than being obliged to pay any price for them when they are wanted.

Fourthly. As the certainty of conſumption will enable me to import the beſt arrack from Batavia on more reaſonable terms than it can in general be purchaſed at here.

For theſe reaſons, and many others which I forbear mentioning, for fear of taking up too much of your time, and my having before been honoured with your countenance in this department, I am in hopes that you will be pleaſed to continue that countenance to me, by accepting of my propoſals.

I ſhall

I ſhall only add, that I am ready to give any ſecurity that may be required for the due performance of the contract; in the execution of which I beg leave to aſſure you that I ſhall exert myſelf to the utmoſt, to give every poſſible ſatisfaction in my power.

I have the honour to be, with reſpect,

Honourable Sir, and Sirs,

Your moſt obedient, and moſt humble ſervant,

Fort William,
16th September 1777.

(Signed) E. ALEX. JOHNSON.

Ordered, That Mr. Johnſon's propoſals be compared with the terms of Mr. Grueber's contract, and laid before the Board.

EXTRACT of the Proceedings of the Board of Inſpection, the 2d October 1777.

The Secretary begs leave to inform the Board, that in purſuance to their orders at the laſt meeting, he has compared the terms of the propoſals delivered in by Mr. Johnſon, for providing and feeding draft and carriage cattle, and for victualling the Europeans of the army, with thoſe of the preſent contract held by Mr. Grueber; and he finds them to correſpond in every particular, excepting that Mr. Johnſon makes no diſtinction in the price to be paid him for camels which may be on ſervice, and for ſuch as may not be on ſervice. The price at which the former are rated in Mr. Grueber's contract is 16 rupees for each camel per month, and the latter 15; whereas Mr. Johnſon propoſes 16 rupees indiſcriminately. Mr. Johnſon likewiſe propoſes that an allowance of thirty rupees per month ſhall be made to him for every camel the property of the contractor, but no ſuch ſtipulation appears in the preſent contract.

The Board, taking into conſideration the two propoſals received for this contract, the one from Mr. Grueber, and the other from Mr. Johnſon, the queſtion is put, If either of theſe ſhall be accepted? if yes, to which ſhall the preference be given?

Mr. Francis.

I think the contract ſhould be advertiſed.

Mr. Barwell.

There are two propoſals before the Board, one from the preſent holder of the contract, petitioning for certain ſtipulations in his favour; the other from the perſon who was ejected by him, by the lowneſs of his offers, which from his preſent application ſeems to have been grounded in a reliance on future indulgence. Under theſe circumſtances, I cannot heſitate to give my vote in preference to Mr. Johnſon.

Governor General.

I agree to accept of Mr. Johnſon's propoſals for the term of three years only, and not five years; their offers are ſo nearly on a par, that the option of either can hardly be directed by any compariſon made between them. I diſapprove of publiſhing for propoſals; the contract is reduced too low already, and will require a vigilant attention to it, on the part of the commanding officers of the corps of the army, that it be duly performed, as, from all the information which I have been able to obtain, I have every reaſon to believe that very

little profit can be acquired by the Contractor if he does his duty, at the rates now offered, and which have been granted to the preſent contractor.

Mr. Francis.

The letter recorded yeſterday from the Court of Directors to Sir John Clavering gives us reaſon to expect ſome important orders and regulations with reſpect to the future government of this country—perhaps an alteration in the government itſelf. The receipt of thoſe orders cannot be at a very great diſtance. In theſe circumſtances I do not think it adviſeable for the Board to come to any general reſolution which immediate ſervice does not render indiſpenſably neceſſary, and eſpecially ſuch as may bind the Government for a conſiderable length of time. The preſent army contract does not expire theſe three months, yet the Board reſolve, at this point of time, to give it away for three years without advertiſing it, and in compliance with a private propoſal. I diſapprove of the reſolution, and beg leave to enter my diſſent againſt it.

Governor General.

I do not underſtand the conſiſtency of Mr. Francis's concluſions, either with the duties of this Board, or with his own practice, if he has at any time aſſented to the grant of any contract or other engagement of a longer duration than a twelvemonth. The buſineſs of Government muſt not ſtand ſtill, becauſe a letter privately addreſſed to General Clavering (a letter which might have been authority to him, but is none to this Board) promiſes future orders and regulations, and portends, as Mr. Francis underſtands it, a future change in the Government; but even admitting this letter as authority, and admitting that it may be followed with orders which may affect the meaſure now reſolved on, they cannot arrive in time to make that proviſion which may be intended by them, 'till long after the preſent contract ſhall expire. There therefore can be no reaſon to wait for their arrival, and ſuſpend the grant of the contract, which by the eſtabliſhed rules of the ſervice ought to be declared long before the expiration of the old contract, to give the new Contractor ſufficient time to make the neceſſary arrangements for entering upon the buſineſs, I do not recollect the period, but deſire the Secretary to add it to this minute.

The Secretary accordingly annexes the following abſtract, which ſpecifies the periods of advertiſing for the three laſt contracts, the delivery of the propoſals, the acceptance of them, and the commencement of the contract.

	Adverriſements iſſued.	Propoſals delivered	Propoſal accepted.	Contract commenced.
Graham - -	28th June 1773.	31ſt Aug. 1773.	13th Sept. 1773	1ſt Jan. 1774.
Johnſon 1ſt Advertt	15th Aug. 1774.	1ſt Oct. 1774.	8th March 1775.	4th April 1775.
Johnſon 2d Advertt	2d Feb. 1775.	15th Feb. 1775.		
Grueber - -	1ſt Aug. 1776.	1ſt Oct. 1776.	24th Oct. 1776.	1ſt Jan. 1777.

Mr. Francis.

My principal objection is to the length of the grant. It has always been an objection with me, though in ſome caſes I have acquieſced in the ſenſe of the Board, when every other member was againſt it. This was the caſe of Major Morgan's contract; it was propoſed for five years, and I believe the Governor can recollect, that at my inſtance it was reduced to one year; I could obtain no more; I do not indeed recollect any other inſtance, but that of Mr. Templer, in which I acquieſced for reaſons which ſtruck me as peculiar to his propoſal, being entirely a new one. With reſpect to the letter from the Court of Directors, every Member of the Board will

judge for himself what weight ought to be allowed it; I do not ſcruple to ſay, that to me it is the higheſt and moſt reſpectable authority, and that in my judgment it ought to be to all the Board.

Mr. Barwell.

What objections Mr. Francis may have made to Major Morgan's, or any other contract that are not upon record, can only be known to himſelf.

Mr. Francis.

My reference to the oppoſition I gave to the length of Major Morgan's contract was purely defenſive; the fact itſelf is well known. With reſpect to the granting of contracts for long periods, my opinion has been already ſtated very fully upon the records of the Revenue Board, of the 20th May 1777: I mention this circumſtance merely to ſhew that my preſent opinion is not a new one.

Reſolved, That the propoſals of Mr. Johnſon, for providing and feeding draft and carriage cattle, and for victualling the Europeans of the army on this eſtabliſhment, be accepted for the term of three years.

Ordered, That Mr. Johnſon be informed of this reſolution, and called upon for his ſecurities.

EXTRACT of the General Letter from Bengal, dated 21ſt November 1777.

Par. 65. We beg leave to acquaint you, that we have accepted of propoſals from Mr. Erneſt Alexander Johnſon, for providing and feeding the draught and carriage cattle, and for victualling the Europeans of the army on this eſtabliſhment for three years, to take place from the expiration of Mr. Grueber's contract, and upon nearly the ſame terms. Our opinions upon the grant of this contract, and the reaſons for not having publiſhed for propoſals, as alſo an application from Mr. Grueber, the preſent Contractor, for a continuance to him of his contract, with certain ſtipulations in his favour, all appear in our proceedings noted in the margin, with ſome new clauſes, which will be introduced into the preſent contract.

EXTRACT of the Proceedings of the Board of Inſpection the 8th January 1778.

The contracts of Mr. Johnſon for victualling the troops, and for providing and feeding draft and carriage bullocks and camels, having been drawn up by the Company's attorney, and certified by the Secretary to be conformable to the reſolutions of the Board, the ſame were executed on the 26th ultimo, together with the penalty bond, by Mr. Johnſon and his ſecurities;

Ordered, That a copy of theſe contracts be entered after the proceedings, and that copies of them be alſo ſent to the commanding officers of the brigades, and to the Commiſſary General and Quarter Maſter General.

ARTICLES

ARTICLES of Agreement, indent, had, made, concluded, and fully agreed upon, this 26th day of December, in the year of our Lord one thouſand ſeven hundred and ſeventy-ſeven: Between the United Company of Merchants of England trading to the Eaſt Indies of the one part; and Erneſt Alexander Johnſon, of Calcutta, in the Province of Bengal, Merchant, of the other part; in manner and form following; (that is to ſay):

The ſaid Erneſt Alexander Johnſon, for and in conſideration of the ſeveral ſums of money hereafter covenanted to be paid him by the ſaid United Company, doth for himſelf, his heirs, executors, and adminiſtrators, covenant, promiſe, and agree, to and with the ſaid United Company, their ſucceſſors and aſſigns, that the the ſaid Erneſt Alexander Johnſon, his executors, and adminiſtrators, ſhall and will, at his or their own proper coſt and charges, well and truly ſupply and furniſh all the European troops now employed, or to be employed in the ſervice of the ſaid United Company, in the Provinces of Bengal, Bahar, and Oriſſa, and otherwiſe on the Bengal eſtabliſhment, from the firſt day of January, which will be in the year of Chriſt (1778) one thouſand ſeven hundred and ſeventy-eight, for the term of three years, that is to ſay, to the firſt day of January which will be in the year of Chriſt (1781) one thouſand ſeven hundred and eighty-one, with the ſeveral meats, proviſions, and neceſſaries herein after ſpecified, at the ſeveral rates and prices hereinafter mentioned; that is to ſay, that the ſaid Erneſt Alexander Johnſon, his executors and adminiſtrators, ſhall and will find and provide, and well and truly deliver, to every European ſoldier employed on ſervice in the field, for each day's proviſion and neceſſaries, during the ſaid term of three years, one pound of beef or mutton, one pound of bread or one ſeer of rice, and two drams of good Batavia arrack (of the quantity of forty drams to the gallon) and alſo ſuch quantity of ſalt and firewood, and ſuch number of pots and pans, as have been heretofore uſually provided and allowed to each of ſuch ſoldiers; and further, that whenever the ſaid troops, or any of them, ſhall be in cantonments or garriſon, and not put upon duty in the field, then that he the ſaid Erneſt Alexander Johnſon, his executors and adminiſtrators, ſhall find and provide, and well and truly deliver, to each of them alternately, on one day, the like quantity of proviſions as hereinbefore mentioned, without the quantity of liquor before mentioned, and on the enſuing day the liquor without the proviſions, and ſo alternately, the liquor and proviſions on every other day; and further, that the ſaid proviſion and liquor, to be ſo provided and ſupplied by him the ſaid Erneſt Alexander Johnſon as aforeſaid, to the ſaid troops, ſhall be of the beſt ſort and quality that he can poſſibly obtain, and ſuch as ſhall be approved of by the Commanding Officers and ſurgeons belonging to ſuch troops reſpectively for the time being: Provided always, and it is hereby agreed, by and between the ſaid parties to theſe preſents, That in caſe, at any time during the ſaid ſpace of three years, that the ſeveral ſorts of proviſions hereinbefore ſpecified, or any or either of them, ſhall not be procurable, or to be had or obtained, by reaſon of the ſaid troops being in any place or places where the ſaid proviſions and liquors cannot be procured, then, and in ſuch caſe, the ſaid Erneſt Alexander Johnſon, his executors and adminiſtrators, ſhall well and truly pay, or cauſe to be paid, to each of ſuch ſoldiers, in the lieu and ſtead thereof, the following ſeveral ſums of money, that is to ſay, in caſe no beef or mutton is to be had or obtained as aforeſaid, that he the ſaid Erneſt Alexander Johnſon, ſhall well and truly pay to each of ſuch men at the rate of one third part of his contract, or monthly allowance of ten ſonaut rupees hereinafter mentioned and agreed to be paid by the ſaid United Company, and ſo in that manner, or after that propottion, in caſe of the failure of bread or rice, and in like proportion in caſe of the failure of arrack: Provided alſo, and the ſaid Erneſt Alexander Johnſon doth hereby further covenant, promiſe, and agree, to and with the ſaid United Company, their ſucceſſors and aſſigns, That he the ſaid Erneſt Alexander Johnſon, his executors and adminiſtrators, ſhall and will well and truly ſuſtain, bear, and pay, all loſſes, coſts, charges, damages, and expences, which may happen during the ſaid continuance of theſe preſents, whether the ſame ſhall ariſe from the attack of enemies, or from any other cauſe or conſideration whatſoever; ſo that the ſaid United Company ſhall ſuſtain or ſuffer no other charge or expence whatſoever than the ſeveral ſums of money hereinafter agreed to be paid by them to the ſaid Erneſt Alexander Johnſon, his executors or adminiſtrators.—And for the purpoſe of properly fufilling and performing the covenants and agreements hereinbefore contained on the part of the ſaid Erneſt Alexander Johnſon, he the ſaid Erneſt Alexander Johnſon, for himſelf, his executors and adminiſtrators, doth hereby further promiſe and engage with the ſaid United Company, at his own proper coſts and charges, at all times during the continuance of theſe preſents, to keep and maintain a capable and ſufficient deputy, with every detachment of the ſaid troops, to anſwer and comply with the demands and orders of the Commanding Officer of ſuch detachment

ment, and to perform all the conditions and agreements hereinbefore contained on the part and behalf of the ſaid Erneſt Alexander Johnſon, to be obſerved, fulfilled, and kept; in conſideration whereof the ſaid United Company of Merchants of England trading to the Eaſt Indies, for themſelves, their ſucceſſors and aſſigns, do on their part hereby covenant and agree with the ſaid Erneſt Alexander Johnſon, his executors and adminiſtrators, that they the ſaid United Company, their ſucceſſors and aſſigns, ſhall and will, during the ſpace of three years, from the ſaid firſt day of January one thouſand ſeven hundred and ſeventy-eight, to the ſaid firſt day of January one thouſand ſeven hundred and eighty-one, well and truly pay, or cauſe to be paid, to the ſaid Erneſt Alexander Johnſon, his executors and adminiſtrators within one month at furtheſt after his bill ſhall be preſented for the ſame (duly atteſted or certified by the Commiſſary General for the time being) the ſeveral ſums of money hereinafter mentioned; that is to ſay, the ſum of ten ſonaut rupees (at the rate of eleven per cent. batta) for the victualling of each and every man, for each and every month when ſuch men ſhall be in the field, and ſhall receive his full allowance of daily proviſions and drams, or the pay in lieu thereof hereinbefore for that purpoſe provided, and the further ſum of five ſonaut rupees for each man, for every month when ſuch man ſhall be in garriſon, and ſhall receive proviſions and drams only alternately, as hereinbefore for that purpoſe is provided; and further, that they, the ſaid United Company, their ſucceſſors and aſſigns, ſhall and will well and truly pay, or cauſe to be paid, to the ſaid Erneſt Alexander Johnſon, his executors and adminiſtrators, the ſeveral ſums of money ſo to become due as aforeſaid, either at the place where the ſaid troops, or any of them, ſhall happen to be, or at the Preſidency of Fort William in Bengal, at the option of the ſaid Erneſt Alexander Johnſon, his executors and adminiſtrators; alſo, that they the ſaid United Company, at the requeſt of the ſaid Erneſt Alexander Johnſon, his executors and adminiſtrators, ſhall and will, during the continuance of the ſaid term of three years, from time to time, as occaſion ſhall require, well and truly furniſh and provide for the ſaid Erneſt Alexander Johnſon, his executors and adminiſtrators, all and every ſuch eſcort and eſcorts as ſhall be neceſſary for the conveying of his ſtores and proviſions to the ſaid troops in ſafety, and afterwards ſuch a guard or guards, to protect and to take care of the ſame ſtores and proviſions, as ſhall be thought neceſſary for that purpoſe, or the number of ſuch troops at each or any particular place will admit of. And laſtly, it his hereby further agreed, by and between the parties to theſe preſents, and the ſaid Erneſt Alexander Johnſon for himſelf, his executors and adminiſtrators, do hereby promiſe and agree, to and with the ſaid United Company, their ſucceſſors and aſſigns, That he the ſaid Erneſt Alexander Johnſon, his executors or adminiſtrators, ſhall not nor will, during ſuch ſpace of three years as aforeſaid, vend or diſtribute, or cauſe or ſuffer to be vended or diſtributed, any extra arrack to the ſaid ſoldiers, or any or either of them, either in garriſon or cantonments, or in the field, except in ſuch manner, and under ſuch reſtrictions, as the Commanding Officer of ſuch garriſon or cantonments, or of any other ſtation of the troops, may pleaſe to direct or appoint: In conſideration of which laſt covenant or agreement of the ſaid Erneſt Alexander Johnſon, the ſaid United Company, for themſelves, their ſucceſſors and aſſigns, do further promiſe and agree, to and with the ſaid Erneſt Alexander Johnſon, his executors and adminiſtrators, That they the ſaid United Company, their ſucceſſors and aſſigns, ſhall and will, as far as in them lies, and they lawfully may or can, prevent all and every perſon and perſons whatſoever, except him the ſaid Erneſt Alexander Johnſon, his ſervants and aſſigns, from ſelling or vending arrack whatſoever to the army of the ſaid United Company, either in garriſon, cantonments, or in the field, it being the true intent and meaning of theſe preſents, and the parties hereunto, that the ſaid Erneſt Alexander Johnſon, his executors and adminiſtrators, ſhall have the ſole and excluſive privilege of ſelling the ſame liquors, ſubject to ſuch regulations as aforeſaid, and provided he charges no more than four ſonaut rupees per gallon for the ſame. In witneſs whereof the Honourable the Governor General and Council have hereunto ſet their hands, and cauſed the common ſeal of the ſaid United Company to be affixed; and the ſaid Erneſt Alexander Johnſon hath alſo ſet his hand and ſeal, the day and year firſt above written.

Sealed and delivered at Fort William aforeſaid (where no ſtamp paper is made uſe of) in the preſence of

ARTICLES

ARTICLES of agreement indented, had, made, concluded, and fully agreed upon, this twenty-ſixth day of December, in the year of our Lord Chriſt one thouſand ſeven hundred and ſeventy-ſeven: between the United Company of Merchants of England, trading to the Eaſt Indies, of the one part; and Erneſt Alexander Johnſon, of Calcutta, in the province of Bengal, Merchant, on the other part; in manner and form following; (that is to ſay):

Whereas the ſaid Erneſt Alexander Johnſon hath made propoſals in writing to the Governor General and Council of the Preſidency of Fort William, in Bengal, on the part and behalf of the ſaid United Company, to furniſh and ſupply the army, and the troops appertaining or belonging to the ſaid United Company, on the Bengal eſtabliſhment, with ſuch a number of draft and carriage bullocks, and with ſuch a number of camels, as ſhall be wanted or thought neceſſary to be employed in the field, on account of ſuch army or troops, for the ſpace of three years, to be computed from the firſt day of January now next enſuing, and for the feeding and keeping the ſame in proper and fit order to perform their labour, as well within the provinces of Bengal, Bahar, and Oriſſa, as without the ſame provinces, in any other parts and places wherever ſuch army ſhall happen to be, on being paid, by the ſaid Governor General and Council, on the part of the ſaid United Company, their ſucceſſors and aſſigns, the ſeveral ſums of money, for the feeding and keeping the ſame bullocks and camels, as hereinafter is mentioned and agreed to be paid him by the ſaid United Company. Now theſe preſents witneſs, That the ſaid Erneſt Alexander Johnſon, for and in conſideration of the ſeveral ſums of money ſo agreed to be paid him as hereinafter is mentioned, and of other the covenants and agreements hereinafter contained on the part and behalf of the ſaid United Company to be obſerved, performed, fulfilled and kept, doth, for himſelf, his heirs, executors, and adminiſtrators, covenant, promiſe, and agree, to and with the ſaid United Company, their ſucceſſors and aſſigns, in manner and form following; that is to ſay, That he the ſaid Erneſt Alexander Johnſon, his executors and adminiſtrators, ſhall and will, at his and their own proper coſts and charges, as ſoon as conveniently may be, from the day of the date of theſe preſents, well and truly find and provide a ſufficient number of good and proper draft and carriage bullocks, for the uſe of the army of the ſaid United Company, and every part thereof, as well within the provinces of Bengal, Bahar, and without the ſame provinces, wherever ſuch army, or any part thereof, ſhall happen to be; and having bought or procured the ſame bullocks, ſhall and will at his own proper coſts and charges, feed, maintain, and keep the ſame, for and during the ſpace or term of three years, from the firſt day of January now next enſuing the date of theſe preſents, until the firſt day of January which will be in the year of Chriſt one thouſand ſeven hundred and eighty-one, in good health, and fit for the uſe and ſervice of the army of the ſaid United Company. Provided always, and it is hereby agreed, by and between the parties to theſe preſents, That it ſhall and may be lawful for the ſaid United Company, or the Governor General and Council of the Preſidency aforeſaid for the time being, or the commanding officer of the different brigades, or of any detachment of ſuch brigades, for the time being, during the ſaid term of three years, to diſcharge any ſuch part of the number of the ſaid bullocks, to be provided as hereinbefore is mentioned, which the ſaid United Company, or the ſaid Governor General and Council, or ſuch officers or officer as aforeſaid, ſhall think ſuperfluous or unneceſſary for the uſe of the ſaid army, upon giving one month's notice in writing of ſuch intention to the ſaid Erneſt Alexander Johnſon, or to any agent to be appointed by him to attend ſuch brigade or detachment, in purſuance of the covenant hereinafter for that purpoſe contained; and further, that in caſe, at any time hereafter, during the ſaid ſpace of three years, an additional number of draught and carriage bullocks ſhall happen to be wanted for the uſe and ſervice of the ſaid army, or of any part of the army of the ſaid United Company, which may be quartered or encamped in any part of the country, where no good or proper bullocks are to be had or gotten, and the ſaid Erneſt Alexander Johnſon ſhall be obliged to ſend to a great diſtance to purchaſe and procure ſuch cattle as are fit for the ſervice of the ſaid army, in ſuch caſe it ſhall be lawful for the ſaid Erneſt Alexander Johnſon, his executors and adminiſtrators, to draw pay for ſuch bullocks, at the rates hereinafter mentioned, from the day on which any ſuch bullocks ſhall arrive at the ſtation of any of the brigades, and ſhall have been muſtered and ſurveyed by the Commanding Officer and Commiſſary of any of the brigades belonging to ſuch army.—And the ſaid Erneſt Alexander Johnſon, for himſelf, his heirs, executors, and adminiſtrators, doth further covenant and agree to and with the ſaid United Company, their ſucceſſors and aſſigns, that every carriage bullock to be provided by him for the uſe of the ſaid army, in purſuance of his covenant hereinbefore for that purpoſe contained, ſhall be in ſufficient health, and proper age and ſtrength to carry on his back one hundred and twenty pounds weight; and that the draft bullocks to be provided as aforeſaid, ſhall be of ſuch age and ſtrength, that eight of them ſhall be able to draw and accompany the ſaid army with a ſix pounder gun; ten of

them with a twelve braſs pounder; twenty-four of them with an iron eighteen pounder, poizing from forty to forty-four hundred weight; and ten of them with a howitzer tumbril: Provided alſo, and it is hereby further agreed by and between the ſaid parties, That before the ſaid Erneſt Alexander Johnſon ſhall be entitled to receive the pay for ſuch bullocks to be provided as hereinbefore mentioned, that all ſuch bullocks ſhall firſt be approved, on a muſter to be had or made by the Commander of the troops for the time being, at the reſpective ſtations where ſuch bullocks ſhall firſt arrive, the Commandant of Artillery, and Commiſſary of Muſters; and that the ſaid United Company, or the ſaid Governor General and Council, on the part and behalf of the ſaid Company, on any report to be made to them, from ſuch perſon or perſons as aforeſaid, ſhall be at liberty to diſmiſs, and have full power, and are hereby declared in ſuch caſe to have full power to diſmiſs, from time to time, monthly, all and every ſuch bullock or bullocks as may be reported unfit for the ſervice or ſervices for which ſuch bullock or bullocks were or was deſigned; and that thereupon the ſaid Erneſt Alexander Johnſon ſhall, as ſoon as conveniently may be after ſuch diſmiſſion, replace all and every ſuch diſmiſſed bullocks, with others fit, good, and proper for the uſe and ſervice of the army of the ſaid United Company.—And theſe preſents further witneſs, That the ſaid Erneſt Alexander Johnſon, for and in conſideration of the payments hereinafter agreed to be made him by the ſaid United Company, doth covenant, promiſe, and agree, to and with the ſaid United Company, their ſucceſſors and aſſigns, that he the ſaid Erneſt Alexander Johnſon, his executors and adminiſtrators, ſhall and will well and truly find and provide for all the camels kept or to be kept by the ſaid United Company, in the provinces of Bengal, Bahar and Oriſſa, or which is otherwiſe called the Bengal Eſtabliſhment, during the ſaid ſpace of three years, from the ſaid firſt day of January now next enſuing. good, ſufficient, and proper food, and proper ſervants to attend and take care of ſuch camels, and every of them, ſo that no further expence ſhall ariſe to the ſaid United Company, on account of the keeping of ſuch camels, than what is agreed by the United Company to be paid to him the ſaid Erneſt Alexander Johnſon, as hereinafter is mentioned; and alſo that he the ſaid Erneſt Alexander Johnſon, his executors and adminiſtrators, ſhall and will well and truly ſuſtain, bear, and pay all loſſes, damage, and expences, which may happen during the continuance of theſe preſents, as well as to the ſaid bullocks as the ſaid camels reſpectively, whether the ſame ſhall ariſe from the attack of enemies, or from the death of any or either of the ſaid bullocks or camels, or from any other cauſe or conſideration whatſoever (ſave and except as hereinafter is mentioned) ſo that the ſaid United Company ſhall ſuffer or ſuſtain no other charges or expence whatever, in the articles of camels and bullocks for the uſe of their army aforeſaid, other than the ſeveral ſums of money hereinafter agreed to be paid by them to the ſaid Erneſt Alexander Johnſon, his executors and adminiſtrators, on account of the ſame: And further, for the purpoſe of properly fulfilling this agreement, the ſaid Erneſt Alexander Johnſon doth promiſe and agree to and with the ſaid United Company, at his own coſts and charges, at all times during the continuance of theſe preſents, to keep a capable and ſufficient deputy with every detachment of the troops belonging to the ſaid United Company, to anſwer the demands, and obey the directions and orders of the Commanding Officer of each detachment reſpectively, and to perform the conditions and covenants hereinbefore contained, on the part and behalf of the ſaid Erneſt Alexander Johnſon, which deputies are reſpectively to be firſt approved by the Governor General for the time being of the ſaid Preſidency, and on entering into the ſervice and duty aforeſaid are to be obliged to give ſuch reaſonable ſecurity as ſhall be demanded of them by the ſaid Governor General; that they the ſaid deputies nor either of them, will engage in any trade or buſineſs whatſoever, other than that of the ſaid Erneſt Alexander Johnſon, reſpecting the matters hereinbefore contained.—And the ſaid United Company of Merchants of England trading to the Eaſt Indies, for the conſiderations aforeſaid, do hereby, for themſelves, their ſucceſſors and aſſigns, covenant, promiſe, and agree, and with the ſaid Erneſt Alexander Johnſon, his executors and adminiſtrators, That they the ſaid United Company, their ſucceſſors and aſſigns, ſhall and will well and truly pay, or cauſe to be paid, to the ſaid Erneſt Alexander Johnſon, his executors and adminiſtrators, during the ſaid ſpace of three years, commencing and finiſhing at ſuch times as are hereinbefore mentioned, the ſeveral ſums of money following, that is to ſay, for every draft Bullock employed on actual ſervice within the provinces of Bengal, Bahar, and Oriſſa, the ſum of ſonaut rupees three and ſeven annas per menſem, and for every carriage Bullock the ſum of ſonaut rupees three and three annas per menſem, and for every draft Bullock, either employed or unemployed, and detained for the uſe of the ſaid United Company out of the ſaid Provinces, the ſum of ſonaut rupees five per menſem for every draught bullock, and ſonaut rupees three and ten annas per menſem for every carriage bullock; and alſo for ſuch bullocks as ſhall remain within the ſaid three provinces, and unemployed, the ſum of ſonaut rupees two nine annas and ſix pice per menſem: And further, That they the ſaid United Company, their ſucceſſors and aſſigns, ſhall and will well and truly pay, or cauſe to be paid, to the ſaid Erneſt Alexander Johnſon, his executors or adminiſtra-

tors,

tors, for his care and management, and for the feeding and keeping, and the providing with ſervants as hereinbefore is mentioned, the camels employed or to be employed in the ſervice of the army of the ſaid United Company, during ſuch time as aforeſaid, the ſeveral ſums of money following, that is to ſay, for all and every camel and camels which ſhall be the property of and belong to the ſaid United Company, either within or without the provinces, the ſum of ſonaut rupees ſixteen per menſem, and for each and every ſuch camel and camels which ſhall be the property of and belonging to him the ſaid Erneſt Alexander Johnſon, his executors and adminiſtrators, and employed by the ſaid United Company, either within or without the provinces, as aforeſaid, the ſum of ſonaut rupees thirty per menſem; and further that they the ſaid United Company, their ſucceſſors or aſſigns, ſhall and will well and truly pay, or cauſe to be paid, to the ſaid Erneſt Alexander Johnſon, his executors and adminiſtrators, the ſeveral ſums of money, ſo to become due as hereinbefore is mentioned, within one month at fartheſt after his or their bill and bills ſhall be preſented for the ſame, duly atteſted, and certified by the Commiſſary General for the time being; and that, for the greater convenience of the ſaid Erneſt Alexander Johnſon, ſuch bills ſhall be paid or diſcharged either at the place or places reſpectively where the ſame ſhall become due, or at the Preſidency of Fort William in Bengal, at the option of ſaid the Erneſt Alexander Johnſon. And further, That they the ſaid United Company ſhall and will, during the continuance of the ſaid term of three years, from time to time, as occaſion ſhall require, well and truly furniſh and provide the ſaid Erneſt Alexander Johnſon with all and every ſufficient eſcort and eſcorts as may be neceſſary for the conveying the ſaid bullocks and camels to and from the ſaid army, or any detachment thereof, as occaſion may require, and when at or with ſuch camp or detachment, ſhall and will find and provide ſuch ſafeguards to take care of them as ſuch army and detachment will admit. And it is further agreed, by and between the parties to theſe preſents, that if at any time during the ſaid ſpace of three years the urgency of affairs ſhould require a further or greater number of cattle to be provided for the immediate ſervice of any brigade or detachment of the ſaid army, the ſaid Erneſt Alexander Johnſon doth here promiſe and agree to provide the ſame within the ſpace of one month after notice ſhall be given in writing by the Commanding Officer of ſuch brigade or detachment ſo wanting the ſame, either to him, or any or either of his agents or ſervants, who ſhall reſide with the ſame brigade or detachment for that purpoſe; and if, in caſe of ſuch emergency, the uſual price of ſuch bullocks ſhould be thereby enhanced, and the ſaid Erneſt Alexander Johnſon, his executors or adminiſtrators, ſhall be obliged to pay to the proprietors of ſuch cattle more than the ſum of ſonaut rupees twelve and eight annas for every draft bullock ſo purchaſed, and for each and every carriage bullock, more than the ſum of ſonaut rupees eight, that then and in that caſe, when the Commanding Officer of ſuch brigade or detachment ſhall have certified the number ſo purchaſed, and the extra price ſo paid for the ſame, the ſaid United Company, for themſelves, their ſucceſſors and aſſigns, do hereby promiſe and agree to pay the ſaid Erneſt Alexander Johnſon, his executors and adminiſtrators all ſuch ſurplus money which he or they ſhall be obliged to pay for the ſame, over and above the ſpecified ſums above mentioned, and that in the ſame manner, and at the ſame times and places, as are above ſtipulated for the payment of the other ſums of money agreed to be paid for the feeding the ſame as aforeſaid. Provided always, and it is hereby declared to be the true intent and meaning of the parties to theſe preſents. that whenever the roads ſhall be extraordinary bad, or the bullocks ſhall be fatigued with forced marches, and thereby diſabled from drawing or carrying the weight hereinbefore mentioned, or the camels ſhall happen to die from the ſame cauſe, or either of them, and ſame ſhall be aſcertained to the ſatisfaction of, the and certified by the Commanding Officer of any ſuch detachment where the ſame accident ſhall happen, that no ſuch accident ſhall be deemed any breach of any or either of the covenants hereinbefore contained, on the part and behalf of the ſaid Erneſt Alexander Johnſon, his executors or adminiſtrators: And further, that the ſaid Erneſt Alexander Johnſon ſhall and will, at the expiration of the ſaid term of three years, well and truly deliver over to any ſucceeding contractor, or to any other perſon or perſons the ſaid United Company, or the Governor General and Council for the time being, ſhall appoint, for the purpoſe of receiving the ſame, all and every the camel and camels which ſhall be the property of or belonging to the ſaid United Company, and which at ſuch time as aforeſaid ſhall happen to be in the cuſtody or power of him the ſaid Erneſt Alexander Johnſon, his executors or adminiſtrators. In witneſs whereof the Honourable the Governor-General and Council have hereunto ſet their hands, and cauſed the common ſeal of the ſaid United Company to be affixed; and the ſaid Erneſt Alexander Johnſon hath alſo ſet his hand and ſeal, the day and year firſt above written.

Sealed and delivered (where no ſtamps are in uſe, or to be had) in preſence of

EXTRACT

EXTRACT of Bengal Military Conſultations, 22 November 1781.

In Circulation.

EXTRACT of a General Letter from the Honourable the Court of Directors to the Honourable the Governor General and Council, dated 11th April 1781.

The Secretary apprehends the ſeveral paragraphs relating to the draft and carriage trains, in this general letter, have been by miſtake ſent to the military department, as the terms of that contract were finally concluded in the board of inſpection.

The Secretary requeſts the directions of the Board, reſpecting the carrying into execution the Court of Directors commands.

Par. 5 and 8. To be publiſhed, the reſt to be transferred to the Board of inſpection for conſideration.

EXTRACT of Letter from Brigadier General Stibbert, to the Honourable Governor General and Council, dated 22d Auguſt 1778.

Omitted on Conſultations, but taken from a Printed Paper, ſuppoſed to be printed by Mr. Croſtes.

EXTRACT of a Letter from Brigadier General Stibbert, to the Honourable Governor General and Council, dated 22d Auguſt 1778.

WITH reſpect to the bullocks of the army, I am afraid it is impoſſible that the Company ſhould ever be furniſhed with ſuch as are fit for the ſervice, at the very low rates that are now given for them; which it is well known are not ſufficient for the contractor to provide good ones, and feed them properly, without being a conſiderable loſer by his contract: the conſequence is, that the army is always ſupplied with bad cattle (at leaſt not with ſuch as the importance of the ſervice they are entertained for requires) which are as badly fed; and this muſt always continue to be the caſe, till Government is pleaſed to take the matter into conſideration, and allow ſomething more for the proviſion of them, and till the contractors are tied up by ſuch penalties and forfeitures as will oblige them to fulfil the articles of their contracts.—Another reaſon why the Company have for ſome years paſt been ſo ill ſerved in the bullock contract, has been, giving it away, at the expiration of every twelvemonth, for the term of one year only, which is too ſhort a time for any contractor to hold it, ſo as to do juſtice to his engagements. Accordingly, inſtead of taking the neceſſary meaſures for procuring ſupplies of good cattle, and for laying in magazines of grain for their ſupport, from the countries where they could be beſt or cheapeſt had (which it cannot be expected any contractor will do, when he is liable to loſe his contract in a few months, and does not know that his ſucceſſor will take them off his

his hands) it has been too much the practice to truſt to getting both from the bazars and diſtricts where they have been immediately wanted. The diſadvantages, and often diſtreſſes, which this muſt occaſion to the ſervice, are too evident.—The cauſe of theſe may however be ſaid to be now removed, by the preſent contract being granted for three years; but that alone, I am perſuaded, will be found not ſufficient to remedy our having bad bullocks, which nothing can effectually do but encreaſing the rates given for them. The executor of the deceaſed contractor, I am told, though I have no authority to ſay it from himſelf, is ſo ſenſible of the diſadvantages and trouble of this part of his late brother's contract, that he would readily give it up to any perſon who would take it off his hands; in which caſe, I think it would be very proper to have it ſeparated from the victualling contract, and given to ſome active perſon who has time and leiſure to attend to the proper management of it.

Should the Board, from what I have here repreſented, think it expedient to allow an higher ſum for the proviſion of the bullocks, I would adviſe that a ſtandard ſhould be fixed for the ſize of them, under which none ſhould be admitted, and that were not ſtrong and bony, free from defects, and in all reſpects fitting for the ſervice; that none alſo ſhould be admitted under or above a preſcribed age; and that, previous to their being received and muſtered at the ſtations where they are required, they ſhall be examined by the Commanding Officer, the Officer commanding the artiliery, the Aſſiſtant-Quarter-Maſter General. and Commiſſary of Muſters, and all ſuch as do not anſwer to thoſe particulars rejected.—That thoſe received into the ſervice ſhall, at the time of examination, have the Company's mark put upon them; and that the contractor ſhall incur a penalty for marking any bullock, or any perſon doing it for him, for the uſe of the army, without authority—That a ſurvey ſhall be taken regularly every three months of the ſtate of all the bullocks, at the different ſtations of the army, by the ſame officers, and all that may be found unfit for ſervice diſcharged—That reports of theſe ſurveys, and of the inſpection of all that are received and marked for the ſervice, ſhall be tranſmitted to the Commander in chief, and a copy of the ſame to the Quarter-Maſter-General, to be lodged in his office. Theſe meaſures adopted, I think will ſecure the proviſion of ſtrong and able bullocks for the ſervice; at leaſt, I know of no other ſo likely to do it.

That they may always be well fed, and in good condition to perform the ſervices required of them, the contractor ſhould be obliged by his contract to give the draft cattle two ſeers and an half, and the carriage two ſeers of grain each per day; and when graſs and forage is ſcarce, ſuch a further quantity, not exceeding three ſeers and an half to the draft and three ſeers to the carriage, as it may be found neceſſary for the Commanding Officer of the ſtation where they are kept to direct. At preſent the allowance given by the contractor to the draft cattle is two ſeers, and to the carriage one ſeer; which, when graſs and forage are very plenty, and they are not worked, might be ſufficient; but at other times, and when they are wrought, it is evidently not ſo; and if the bullocks are once allowed to fall off in fleſh, and get poor, from a ſhortneſs of food, it takes ſome months to recover them, and the ſervice muſt on ſuch occaſions, when they are wanted, ſuffer from it. But this would not be felt ſo much as what it is at particular ſeaſons, were the cattle to get regularly the quantity of grain the contractors have made it a rule to fix as their daily allowance; which, from the plundering of the banians and their underlings, all of whom muſt have a feeling out of them, it is very certain they do not. By the contractors being obliged by the articles of their contracts to give the draft bullock as far as three and an half ſeers, and the carriage as far as three ſeers, of grain per day each, whenever they fall off in fleſh, and it may be found neceſſary for the Commanding Officer of the troops to order it, to keep them in good condition, it will become their immediate intereſt, when they know they are liable to ſuffer not or doing it, to look better after their people than they now do, and ſee that the cattle are taken proper care of, and not defrauded of their due allowance. Indeed this buſineſs is too much left at preſent to banians, who, nobody I believe can doubt, will make every advantage of it that their arts can contrive, and point out to them, and that lies in their power. But beſides the intereſt which the contractor is hereby made to have in taking care that the cattle are properly looked after and fed, it will be neceſſary that the Company ſhould allow 20 or 25 rupees per month to a good ſerjeant of each of the brigades to overſee them, under the direction of the Commanding Officer of Artillery, where there are artillery corps. This or ſome adequate allowance not being made to theſe men, for their trouble, they will take it from the banians; which muſt entirely deſtroy the intent of their appointment.

I have thought it neceſſary to make theſe obſervations to the Board reſpecting the bullocks, which, as no movement of the forces can ever be made without them, claim, in my opinion, a very ſerious attention.

I have the Honour to ſubſcribe myſelf,

Honourable Sir, and Sirs,

Your moſt obedient,

and very humble Servant,

(Signed) G. STIBBERT.

Fort William,
22d Auguſt 1778.

COPY.—Proceedings of the Governor General and Council in the Year 1714, relative to the Bullock Contract.

ABSTRACT of the Proceedings of the Honourable Board of Inſpection, reſpecting the Adjuſtment of the Bullock Contract, and the Appointment of Sir Charles Blunt to the Agency.

To the Honourable Warren Haſtings, Eſq; Governor General, &c. Supreme Council.

Honourable Sir, and Sirs,

IN my contract with the Honourable Company for ſupplying the army with bullocks and camels, there is the following clauſe:—" Provided alſo, That in caſe the Company, at the " expiration of 18 months from the commencement of the contract, be deſirous to reduce the " eſtabliſhment, that the Company ſhall be impowered ſo to do, on giving ſix months notice to " the contractor of ſuch intention; which notice is to ſpecify the number of bullocks to be " dimiſſed or diſcharged—That in caſe the Company ſhall reduce ſuch eſtabliſhment, that the " contractor ſhall be paid for bullocks which ſhall be diſmiſſed, a gratuity of 13 ſicca rupees for " every year which ſhall remain unexpired of the original term of the contract, and for which " the bullocks could have been retained had no ſuch reduction been made—That the payment of " this gratuity ſhall be made on the reductions taking place. Provided alſo, That it ſhall be lawful to the Company to extend the contract for the term of one additional year, on one year's " notice being given to the contractor, before the expiration of four years, whether they intend " to lengthen and extend the contract; and in caſe no notice ſhall be given, that the contract " ſhall be continued for the term of one additional year beyond the original term of five years." No notice having been given me, I am ready to go on with the contract for another year, that is from September 1784 to Auguſt 1785. But ſhould it be more agreeable to your Honourable Board to cloſe the contract in September 1784-5 on the following conditions:

1ſt. That the difference between the price of rum and arrack be paid to me, agreeable to the Board's reſolution of the 23d Auguſt 1781, communicated to me by the Secretary in the following words:

" The

« The Board are perfectly ſatisfied that the price of rum muſt be greatly enhanced, and much dearer, ſince hoſtilities were commenced againſt the Dutch, and that it will coſt you perhaps conſiderably more than Batavia arrack uſed to do; but as will be made in larger quantities now than formerly the Board are hopeful the difference may not be very great in the end. However, whatever it may be, upon your certifying the ſame properly to the Board, they will allow you the difference that may ariſe on that account."

The difference amounts, as per certificate encloſed, Rs 45,410.

2dly. That my ſtock be taken off my hands by the Company at the following valuation.

4074 Bullocks, at 30 Sa Rs per bullock.

142 Camels, at 250 Do per camel.

18 Breaking-in carriages, 6 for each brigade, at 800 Sa Rs each.

Buildings for cattle, near Calcutta and the other ſtations, at Rs 15,000.

Theſe prices will, I hope, appear reaſonable to your Honourable Board, when I can with propriety aſſure you, that I have frequently paid for bullocks at the rate of 40 or 50 Rs each, and 3 to 500 for camels. Thoſe I offer to deliver to the Company are all good, well-trained bullocks, and ſuch as I am convinced cannot be procured elſewhere.

When the laſt reduction of cattle was made, I gave up the premium upon thoſe which were diſcharged, which was my right; it would have amounted to 40,000 Rs. I gave it up, as I found it was not the pleaſure of the Board to allow it. But I muſt now beg leave to ſtate to you, that, upon making up my accounts, I find that my total loſs upon diſcharged cattle comes to nearly one lack of rupees, which I am ready to teſtify, and is too heavy a loſs for me to bear. I hope therefore that for this, as well as for the relinquiſhment of my contract, you will allow me an additional 10 rupees a head for the bullocks which I offer to deliver over to the Company.

I have the Honour to be, with the profoundeſt reſpect;

Honourable Sir, and Sirs,

your moſt obedient,

and moſt humble Servant,

Calcutta, (Signed JOHN FERGUSSON, Contractor.

26th January 1784.

Governor General. 2d February 1784.

The firſt article of the propoſal in the contractor's letter being the difference between the coſt of rum and arrack, is founded upon a reſolution of this Board, and from that circumſtance will of courſe meet with the concurrence of the Board.

The other articles regard the rate at which he propoſes to deliver his ſtock to the Company. In ſtating this, his arguments appear reaſonable, and the calculations at medium rates; independant of

of this, ſome return is due to the readineſs with which he relinquiſhed his right to a gratuity upon the laſt reduction. In conſideration of this, and the very heavy loſs (near one lack) certified to have been incurred upon diſcharged cattle, I propoſe that his preſent tender be accepted of, as ſtated in the letter before us; I am ſtill further induced to this, as our preſent ſituation makes me wiſh to make him a propoſal of a ſurrender of his right, to which we may the more readily hope for and claim his concurrence, after we ſhall have yielded to ſuch of his claims as have appeared reaſonable to us. The propoſal I would recommend to the Board, if they concur in the above, is this,

That war being now at an end with our national enemies, as well as with all the powers of Hindoſtan, it becomes our firſt object to reduce our military eſtabliſhment, and every thing connected with it, to its former ſtate, or even lower, if the general peace, and probability of its duration, will admit of it. The contract offers one of the moſt conſiderable objects in this line; I therefore propoſe that we explain the ground of our views to the contractor, and recommend to him to join in the general welfare by a ſurrender of his rights on the firſt of next month, making a ſtatement of the profits he may thereby relinquiſh and leaving it to the candour of the Board to make a final and equitable concluſion. I feel ſome ſatisfaction in making this propoſal, becauſe the grant of this contract has more than once drawn diſagreeable and undeſerved reflections upon my perſon in particular, founded upon my known regard for the firſt contractor Mr. Croftes. The urgency and diſpatch of war will not ſuit with the cold and ſlow proceedings reſulting from ſtrict œconomy; I therefore agreed to the apparent high terms, that I might be aſſured of good ſervice: I muſt do him the juſtice to ſay that I have not been diſappointed, either in him or his ſucceſſor Mr. Ferguſſon.

But now, that a change of ſituation ſtimulates me to attend more to eoconomical than any other plans, I am glad to ſhew that no conſideration of private friendſhip or regard can ſtand between me and what I conceive my public duty.

If the contractor's reply ſhall appear reaſonable to the Board, it is my intention to recommend that an agreement conformable thereto be immediately made with him for the ſurrender of his contract: and that the charges of ſupplying and feeding bullocks and camels for the uſe of the army, and victualing the Europeans on this eſtabliſhment, be managed by agency inſtead of contract, not doubting that I ſhall be able to make it appear that great ſavings may be made by this change of the mode.

Mr. Stables. 5th February 1784.

I am ſorry that I cannot agree either to the Governor General's propoſitions or to the contractor's.

The contractor's demands, expreſſed in his letter, if I underſtand them, amount to above 2,60,000 rupees, for his ſtock, for reſinquiſhing his contract, and the advantage which he conceives he has obtained by the omiſſion of Government, not having given him notice, in Auguſt laſt, that his contract would not be continued beyond the ſtipulated period of five years. For my own part, I did not know there was ſuch a clauſe in it, and I hope and truſt no advantage will be taken of it: But if the contract muſt go on for the ſixth year (which is a point of law whereon the opinion of the Company's AdvocateGeneral ſhould be taken) I conceive that it is our duty to give the contractor immediate notice, not only that the contract muſt expire on the 31ſt of Auguſt 1785, but alſo that we will reduce, ſix months from this date, the number of bullocks in the following manner:—The brigade and troops ſerving to the weſtward of the Caramnaſſa ſhould be continued to be ſupplied with bullocks on the war eſtabliſhment as at preſent; the bullocks for the troops ſerving in the provinces and at the Preſidency ſhould be reduced to the peace eſtabliſhment, or at leaſt one half from the preſent number.

The propoſition to purchaſe from the contractor his ſtock, and to pay him now the amount of the profits which he may ſtate as likely to reſult to him at the end of nineteen months from this

this date, and of carrying on the buſineſs by agency, appears to me to lead to an increaſe, inſtead of decreaſe, of expence.

The orders of the Court of Directors on this ſubject, 11th April 1781, when I had the honour to be a member of the Court, a copy of which is here annexed, are clear and diſtinct, and ought to be obeyed.

Par. 61. " We therefore direct, that in future no greater number of draft or carriage bullocks be entertained, to be paid for by the Company, than ſhall be neceſſary for the ſervice; " that the terms of the contract be always advertiſed one year at leaſt before the expiration of " the ſubſiſting contract; that the loweſt terms, with good ſecurity for performance, be accepted; " and that no contract for bullocks be on any account concluded for a longer term than three " years."

Mr. Wheler. 11th February 1784.

To the firſt Article.

As this Article has already been allowed by the Board, the difference of price between rum and arrack muſt be carried to the credit ſide of the contractor's account, whether his contract be cloſed in 1784, or permitted to run on till Auguſt 1785; and therefore the payment of rupees 45,410, being the ſum ſpecified in the contractor's certificate as the loſs ſuſtained by the delivery of one article in the place of another, cannot be conſidered as making any part of the conditions on which the contractor offers to ſurrender his contract.

To the ſecond Article.

As the preſent contractor received that part of his ſtock which was comprized in a former contract, from his predeceſſor, and as I underſtand it has ever been cuſtomary to tranſfer the ſtock at the expiration of the contract to the ſucceeding contractor, I ſee no reaſon why this Article ſhould not be complied with; and as the contractor, upon a former reduction of cattle, appears to have given up an advantage to which he was juſtly entitled by the terms of his contract, and now offers to deliver to the Company a ſtock of valuable, well-ſeaſoned, trained bullocks, ſuch as, I underſtand, cannot be procured but at a very great riſk, and in a great length of time; and as it is abſolutely neceſſary that the Company ſhould have a ſtock of cattle; and as it likewiſe appears much more for their intereſt to purchaſe thoſe that are well trained and fit for uſe, than to buy others, and be at the expence of breaking them in, I think the addition of 10 rupees in the price of each bullock no more than reaſonable, and ſhall therefore accede to the contractor's demand, as well as to the rates ſpecified for the remainder of his ſtock.

With reſpect to the orders of the Court of Directors, quoted by Mr. Stables, I muſt obſerve they have already been complied with, and the number of bullocks reduced in conformity thereto; ſince which the Commander in Chief (vide his letter 10th May 1783) not deeming the number of cattle remaining after the reduction had taken place ſufficient for the ſervice, applied for an additional quantity; but the Board, wiſhing to confine the cattle to the number preſcribed by the Court of Directors, rejected his requeſt.

Should a reduction of the army hereafter take place, ſome further reduction of bullocks will likewiſe be neceſſary, which can be much more eaſily effected under an agency, than it can poſſibly be when under the reſtricted limits of a contract; but as 4074 bullocks do not much exceed the number kept in ſervice when the army was not one third of its preſent ſtrength, I do not conceive that the eſtabliſhment of cattle can be much reduced.

For theſe reaſons, therefore, I agree to the Governor General's propoſals of obtaining a ſurrender of the contract in Auguſt 1784, on the conditions offered by the contractor; and, for ſimilar reaſons, I have no ſcruple to give my conſent to the obtaining a relinquiſhment of it at this time, inſtead of Auguſt 1784, in caſe the contractor will agree to give it up upon ſuch terms as ſhall appear advantageous, and enable the Board to effect a ſaving in this article of military expence, by the mode recommended by the Governor General.

Here follows the Commander in Chief's letter, referred to in the above minute.

To the Honourable Warren Haſtings, Eſquire, Governor General, &c. Members of the Board of Inſpection.

Gentlemen,

You have been pleaſed to direct, through your Secretary, that the eſtabliſhment of bullocks be reduced to 4074, the number ordered to be retained by the Court of Directors for the ſervice of Bengal and its dependencies, which inſtructions I ſhall cauſe to be carried into execution with as little delay as poſſible.

But previous thereto, I muſt requeſt to be informed if it be your intention that this number ſhall be the eſtabliſhment of draft and carriage bullocks, excluſive of the Beaſtie bullocks attached to the ſeveral corps, which, till the commencement of the preſent contract, were entirely diſtinct from, and not included in, the eſtabliſhment of bullocks for the army: and I muſt take the liberty of offering it as my opinion, that the bullocks employed in that department of the ſervice ſhould again be kept ſeparate, as the preſent reduced number of draught and carriage cattle, will not, during the war, allow of their being furniſhed out of the fixed complement, without ſubjecting ſome parts of the ſervice to probable inconveniencies.

I have the honour to be,

Gentleme n,

Your moſt obedient humble ſervant,

Fort William,
10th May 1784.

(Signed) G. STIBBERT.

Agreed, That the Secretary do write to the preſent contractor accordingly.

To William Buſhby, Eſquire, Secretary to the Board of Inſpection.

Sir,

I have received the favour of your letter of the 12th inſtant, acquainting me, that the Honourable the Governor General and Council have been pleaſed to accede to my propoſals for ſurrendering my contract on the 31ſt Auguſt 1784, as ſtated in my addreſs to them of the 26th January, and informing me further of their wiſh to obtain a relinquiſhment of it on the 1ſt of next month, inſtead of 31ſt Auguſt 1784; and deſiring me to inform them what my profits would be for the enſuing ſix months; "that is, from the 1ſt March 1784 to 31ſt Auguſt "1784."—In anſwer to this requiſition, I beg leave to acquaint you, that I calculate my profits at the rate of 15,000 Sa Rs per month, and which I hope the Board will be pleaſed to allow me for the ſix months next enſuing. This, however, I ſubmit to their candour and juſtice, being ever ready to accommodate myſelf to their views: but I hope they will not make the compenſation for the ſurrender leſs than the ſum I have here ſtated, as I can prove that I have now upwards of one lack of rupees of bad debts on the contract books, which have been indiſpenſably occaſioned by my being compelled to give my agents an unlimited credit during the war; and to wipe off which, I have no reſource whatever but my expected profits from this to Auguſt.

For the amount of my ſtock, and other articles ſtated in my letter of the 26th January, as well as for the compenſation above-mentioned, I hope the Honourable Board will be pleaſed to iſſue orders on the treaſury in my favour, as I have borrowed large ſums on account of the contract, which is liable for them, and the only fund from which they can be paid. The ſur-

render

render of the contract, and of the ſtock, as ſtated in my letter of the 26th January 1784, will of courſe be made by me to you on the laſt day of this month; and I requeſt the Board will iſſue the neceſſary orders for their being received, and for victualling the Europeans.

I have the honour to be,

Sir,

Your moſt obedient,

humble ſervant,

JOHN FERGUSSON,
Contractor.

Calcutta,
13th February 1784.

Governor General.

The contractor having computed his profits at 15,000 Rs per month, as gained upon an average, with all the hazards of a perilous campaign, and high rate of grain, attending that part of his ſtock which was in the Carnatic on ſervice, and as the indemnification for the time to come, whatever ſhall be allowed will be a clear gain, without either riſk or trouble attending it, I am of opinion, that the allowance of 10,000 Rs per month, for the enſuing ſix months, will be an equitable accommodation, and recommend that it be granted him, in full, for the conſideration of his yielding this interval of the period of his contract.

I alſo agree and recommend, that for the amount of his ſtock, and other articles ſpecified in Mr. Fergusſon's letter of the 26th ultimo, as well as for the compenſation above mentioned, an account thereof be made out by the Secretary of this department, and orders on the treaſury iſſued to the amount, in favour of the contractor, to be delivered by the Secretary to Mr. Fergusſon, on his final ſurrender of the contract; and the Secretary will conſider the laſt monthly returns as a voucher of the number of cattle employed by the contractor; and in caſe any ſhould be found deficient of the eſtabliſhment at the expiration of this month, when the whole are to be delivered over, the contractor to be bound either to complete the eſtabliſhment, or to make the neceſſary deductions accordingly.

It is with great ſatisfaction that I lay before the Board the accompanying letter from the contractor, who has ſtated, with much candour and exactneſs, what his real profits have been during the war. This letter will, I hope, fully contradict the various injurious reports which have been raiſed againſt the terms of the contract, the profits of which have been greatly exaggerated in private letters from hence, and which have ſerved to prejudice the minds of the people in England, and of the Court of Directors againſt it, as particularly appears from their letter of the It is now made evident, that the terms of the contract were by no means too high; and I am ſatisfied that every man of candour, and converſant in buſineſs, will admit, that a profit of 15 per cent. as ſtated by the contractor, certified by his book-keeper, and which can, if neceſſary, be verified on oath, was by no means adequate to the great riſk to which he has been expoſed.

To the Honourable Warren Haſtings, Eſquire.

Honourable Sir,

On a ſuppoſition that the terms I have ſubmitted, for ſurrendering the bullock contract in Auguſt next, will be thought reaſonable, and agreed to, I beg leave to make ſuch obſervations as may be uſeful regarding it in future.

During the war 6700 bullocks were not always ſufficient, extra ones having been required at times; but it now appears that on a peace eſtabliſhment 4074 will do; and as theſe will belong

to

to the Company, and fewer ſirdars and drivers will be wanted, I conceive that the expence may be conſiderably reduced.

The preſent allowances to the contractor, in time of war, are,				In time of peace, when bullocks are not wanted for actual ſervice, it may be done, and by agency, as follows:			
Per bullock, 3 ſeer of gram, or on March 4 ſeer	R. 3	12	0	Two ſeer of gram per bullock —	2	8	0
Allowance for uſe, hire, and caſualties	1	0	0	Picket ropes, &c. — —	0	8	0
Picket ropes, bridles, pads, &c.	1	0	0	¼ of a driver — —	0	12	0
½ a driver — —	2	8	0	$\frac{1}{40}$ of a ſirdar — —	0	2	4½
$\frac{1}{12}$ of a ſirdar — —	0	8	0		3	14	4½
				Straw, contingencies —	0	7	7½
R.	8	12	0	R.	4	6	0

6700 bullocks, &c. at 8. 12. — —	7,03,500	0	0		
Which have been reduced to 4074, at 8. 12. —	4,27,770	0	0		
Saving already made, by the reduction of the number, — —				2,75,730	0 0
Further ſaving that will be made by reducing the expence of feeding, as above, and by obtaining a ſurrender of the contract and tranſacting the buſineſs by agency; viz.					
4074, on a war eſtabliſhment, by contract, at 8. 12. 1s -	4,31,251	9	6		
4074 — — — at 4. 6. -	2,15,625	12	9		
Saving — —				2,15,625	12 9
Total Saving —				R. 4,91,355	12 9

The bullocks are now well trained and ſeaſoned, and the number of ſirdars and drivers can be readily augmented on an emergency.

Tevoot and Durbunger are the only places where ſuch bullocks can be had; they coſt there from 20 to 30 R. each, and about as much more before they are trained and fit for ſervice.

My profits, during the war, have only been 15 per cent. on the amount diſburſed for victualling the Europeans, and furniſhing camels and bullocks, which was not adequate to the riſk; for if the Marattas had entered the provinces I muſt have been ruined. Theſe profits are alſo liable to a reduction on account of bad debts, of which I now have R. 10,00,213.

I was under the neceſſity of giving my agents unlimited credit, and, as their accounts could not be furniſhed regularly, I often had no check upon them until it was too late. Such inconveniencies do not ariſe in time of peace.

I ſhall with pleaſure attend, when called, to give any explanation that may be deſired.

My reaſons for taking the liberty of ſtating theſe facts to you, are on account of the very unjuſt clamour which has been raiſed againſt the bullock contract, the profits of which have been exaggerated in a moſt incredible manner.

In order to be certain that my calculations were right, I have deſired my book-keeper to compare them with the contract books, and he will certify hereunder that they are exact.

I have the honour to be, moſt reſpectfully,

Honourable Sir,

Your moſt obedient and

moſt humble ſervant,

(Signed) JOHN FERGUSSON.

P.S. The

P. S. The calculation of R^{s} 4. 6. per bullock is made on a ſuppoſition that they remain at fixed ſtations; when on March one ſeer more gram ſhall be allowed, and a driver to every two bullocks. This will be a temporary charge which cannot now be eſtimated, and will ſeldom be incurred in peace.

(Signed) JOHN FERGUSSON.

I do hereby certify, that I have examined the contract books, and find that the aforeſaid calculations, regarding profits, and bad and doubtful debts, are juſt.

(Signed) Wm FAIRLIE.

Mr. Wheler.

As there appears, by the accounts and eſtimates before the Board, that a very conſiderable ſaving will be effected, in favour of the Company, by procuring a ſurrender of the contract at this time, upon the conditions recommended by the Governor General, I am of opinion that they ſhould be propoſed to the contractor, and upon his acquieſcing thereto, that the contract ſhould ceaſe from the 1ſt day of next month, and the buſineſs be finally cloſed.

Mr. Stables.

I have already expreſſed my ſenſe of the obedience due to the orders of the Court of Directors relative to the bullock contract. I ſhall be very glad if any diminution of expence be effected by the mode propoſed by the Governor General.

It is not yet obvious to me that there will; but I cannot venture to give any further opinion on this point, until the ſtatement of all that is to be paid to the contractor, as well as the terms of the expected agency, be explicitly laid before us.

(Signed) J. STABLES

16th February 1784.

STATEMENT of Mr. Fergusſon's Claims, as admitted by the Board of Inſpection.

1ſt. Difference betwixt the price of rum and arrack, as already allowed by the Board's reſolution of the 23d Auguſt 1781	—	—			CR.	45,410
2d. 4074 Bullocks, at 40 Sa R. each, is	—	—	Sa R.	1,62,960		1,89,033
3d. 142 Camels, at 250 Sa R^{s} D^{o}	—	—	—	35,500		41,188
4th. 18 Breaking-in carriages, at 800 Sa R^{s} D^{o}	—	—	—	14,400		16,704
5th. Eſtimated value of the buildings	—	—		15,500		17,400
6th. Compenſation for ſurrender of the contract at the expiration of the preſent month	—	—	—	—	60,000	69,600
Total	—	Sa R^{s}	2,87,860	= CR^{s}	3,79,327	

Errors Excepted.

14th February, 1784. — (Signed) Wm BUSHBY, Secry.

February 1784.

Governor General.

The Governor General begs leave to deliver in the plan mentioned in his minute of the for conducting by agency the buſineſs of the late army contract; and for this purpoſe, recommends that a Company's covenanted ſervant he appointed agent for ſupplying and feeding bullocks, &c. and for victualling the Europeans on the Bengal eſtabliſhment, under the following regulations:

1ſt. That he ſhall receive the ſtock of the late contractor, as ſtated in his letter dated the 26th January.

2d. That his expences for feeding, &c. be limited not to exceed the following rate:

2 Seer of Gram per Bullock	- -	Rs. 2	8 —
Picket Ropes, &c.	- - -	—	8 —
$\frac{1}{6}$ of a Driver	- - -	—	12 —
1-40 of Sirdar	- - -	—	2 $4\frac{3}{4}$
Straw, Contingencies, &c.	- - -	—	7 $7\frac{1}{4}$
		Rs. 4	6 —

N. B. On march one driver to be allowed to every two bullocks, and 3 Seer of gram inſtead of two ſeer; which is taken from the peace eſtabliſhment, as ſtated in the Contractor's letter to the Governor General, dated 3d February 1784, but to be reduced as much as poſſible below this rate; to effect which, a reliance muſt be placed on the fidelity and activity of the agent.

As to the camels, it is propoſed that they ſtill be reduced, as ſoon as it can conveniently be done, and, till the reduction takes place, the agent to be allowed 16 Rs. per month for feeding them, and for all other charges attending them.

That the conducting of the agency be ſubjected to all the controuls and checks, regarding muſter and feeding, eſtabliſhed in the late contract, with this addition, that the commanding officer at each ſtation ſhall grant a certificate monthly, of the market price in his camp or cantonment of ſuch articles as regard the agency, and that this accompany the monthly account of the agent; and whenever it ſhall appear from this certificate that the price of grain ſhall exceed 24 ſeers for one rupee ſicca, in that caſe alone ſhall a proportionable exceſs, above the limited rate for bullocks, be allowed in the account of the agent. And in order to prevent the ſwelling of office charges for management, &c. at the Preſidency and ſubordinate ſtations, it is propoſed that the agent be allowed a commiſſion of 10 per cent. for himſelf, and 7½ per cent. upon the actual diſburſement, for all charges of agents and office whatever, throughout the whole army, which according to the foregoing limited rate, will amount to Rs. 21, 388 8. for himſelf, and 16,041 for all his charges.—And, in order to encourage him to procure every article at the cheapeſt rate poſſible, the Governor General further propoſes, that a premium of 1-3d be granted to the agent out of the ſaving that may be effected upon the limited rate.

For example, if the expences can be reduced to 4 Rs. inſtead of 4. 6. each bullock, the premium to be paid out of the ſaving to the agent will be as follows:

4074, at Rs. 4. 6 per Month, is per Ann.	- -	Rs.	2,13,885
4074, at Rs. 4. — per Month, is per Ann.	- -		1,95,552
Saving	—	Rs.	18,333
1-3 of which to go to the Agent, being	- -		6,111

With

With regard to the agency for the victualling contract, it no further regards the Company, than to ſee that juſtice be done to the men. The payment of the agency is a ſtoppage of the batta allowed to the men; that is to ſay, the agent ſhall receive the batta, being 10 ſonaut rupees on full, and 5 ſonaut rupees on half batta, and furniſh the Europeans with the ſame articles as were ſupplied by the late contractor; aud in lieu of all contingent charges, for office, ſircars, writer, or tranſportation of proviſions and liquors, the agent ſhall be allowed a commiſion of 7½ per cent. on the amount of the batta rolls, which will come to about Rs. 18,000 per annum.

With reſpect to the paſſing and payment of the bills of the army agent, it is propoſed to be as follows:—The agent ſhall procure muſter returns of the cattle at all the different ſtations of the army monthly, which will ſpecify the number of bullocks and drivers at each ſtation, and be counterſigned by the Commanding Officer of the corps, and the Commanding Officer of the artillery, under whoſe directions the cattle ſhall be muſtered; the price of grain to be alſo certified in the return.

From the returns ſo procured the agent ſhall form his monthly bill, which will of courſe comprize the whole of the diſburſements for bullocks, and which ſhall be paid by the military Paymaſter General, provided he find it to correſpond with the returns; and which, with the agent's receipt for the amount of his bill, ſhall be ſufficient voucher to the Commiſſary General for paſſing the charges in the military Paymaſter General's accounts. As to the bills for victualling the Europeans, batta roils ſhall be made out at each ſtation of the army, for each company, which ſhall ſpecify the number of Europeans, the number on full, and the number on half batta, with the reaſons for receiving full batta. This batta roll to be ſigned by the Captain or Commanding Officer of each company, who ſhall be anſwerable to the paymaſter for any retrenchments that may be made from it. The batta roll ſhall be diſcharged by the military Paymaſter of each ſtation, and ſhall be ſent with his monthly accounts to the Commiſſary General; and the batta roll, counterſigned as abovementioned, ſhall be ſufficient vouchers for admitting the charge in the paymaſter's accounts.

The agent to be furniſhed with copies of all orders iſſued by the Board, regarding the bullocks, and victualling the Europeans.

(Signed) W. HASTINGS.

The Governor General propoſes Sir Charles Blunt for the Agency.

18th February, 1784.

Mr. Staples.

I wiſh to convince the Court of Directors, that there is a diſpoſition in this Government to ſhew obedience to their orders; and I am determined that their orders ſhall be the only rule and guide of my conduct.

With reſpect to the propoſition now in circulation, for ſupplying the army in future by agency I poſitively object to it, and will agree only to ſuch meaſures as are ordered by the Court of Directors; I mean by advertiſement, which is the only mode of aſcertaining the actual expence, and the moſt beneficial to the Company; and perhaps no other will ever ſatisfy our ſuperiors, that our meaſures are not jobs, or the effect of private and ſecret influence.

With reſpect to the contractor's claim now before me, amounting to Rs. 3,79,327, and an adjuſtment of his account, as I have already diſapproved that contract in a different ſtation, it cannot be expected that I will counteract that opinion, or make myſelf anſwerable; I muſt therefore

fore leave it to thoſe Gentlemen, who were parties of the contract, to cloſe it, and to be themſelves reſponſible for the conſequences of this deviation from the Court of Director's orders.

(Signed) JOHN STAPLES.

To William Buſhby, Eſquire, Secretary to the Board of Inſpection.

Sir,

I have received your letter of the 17th inſtant, and chearfully ſubmit to the ſurrendering of my contract on or before 15th day of next month, upon being allowed a compenſation, at the rate of ten thouſand ſicca rupees per month, from that time till the 31ſt of Auguſt next; and I engage to deliver over to the agents of the Company the number of cattle belonging to the eſtabliſhment, as ſtated in my letter of the 26th ultimo, having accordingly directed my agents to be prepared for doing ſo, as per accompanying copy of circular letter; but if any cattle ſhould be wanting, I hereby engage to replace ſuch, or to pay for them at the ſame rates which the Company allow me. I therefore beg that the orders on the treaſury may be granted to me as ſoon as poſſible, when I will deliver up the contracts.

I have the honour to be, &c.

(Signed) JOHN FERGUSSON,
Contractor.

Calcutta,
24th February 1784.

Copy of Circular Letter from the Contractor to the Agents, dated 19th February 1784.

Sir,

I have agreed with Government to give up my contracts for victualling the Europeans and for ſupplying bullocks and camels, on the 15th next month, by which time they will appoint ſome perſon to take charge. All the ſtock will then become the Company's property; I therefore requeſt you will have it in as good order as poſſible; I mean the bullocks, camels, and breaking-in carriages; and if any of the latter are too old for repair, I beg you will order new ones to be made. Any buildings, bunglows, or ſheds, which may have formerly belonged to the contract, or have been erected at my expence, together with the meaſures for liquor, and any other implements that are now in uſe for the victualling branch, alſo the accoutrements belonging to the drivers and cattle, are to be delivered over at the ſame time with the cattle.

(Signed) JOHN FERGUISON.
Contractor.

A true copy.

3d March

3d March 1784.

Mr. Wheeler.

I have ſaid leſs upon the ſubject of the Bullock Contract, becauſe my ſentiments were ſo fully recorded upon its inſtitution.

I am nevertheleſs under the neceſſity of obſerving, that however improvident the original engagement may have appeared to me, I have the ſatisfaction of ſeeing it cloſed with an advantage o the Company of at leaſt one lack and a half rupees; which advantage reſults from the difference between the ſum paid as an indemnification to the contractor, and the monies he would have received had the contracts been continued till its intended period. In reſpect to the orders of the Court of Directors, of advertiſing for ſealed propoſals, the experiment has already been tried, with much inconvenience to the Company, and loſs to the party contracting. This requires no further elucidation; it being perfectly well known to the Members of Government at the time the contract ſo entered into expired; and whether the reduction from the preſent contract, of St. Rupees 8. 12. to St. Rs 4. 6. per month, will juſtify the Board in their deviation from the ſtrict orders of the Company, muſt be determined by our ſuperiors, and can be as eaſily aſcertained by many individuals now reſiding in England, as it is already proved to my ſatisfaction; and for the above reaſons, I ſhould think I did an act of great injuſtice to the company, were I to with-hold my conſent to the redemption of the preſent contract. Whenever the war with the different powers of Hindoſtan ſhall be terminated, and the principal detachments reunited to the army, it will then be proper to conſider whether to continue the agency now eſtabliſhed, or to enter into a more pemanent engagement, by ſupplying the army with bullocks upon contract, for the period recommended by the Court of Directors; and I therefore agree to the appointment of Sir Charles Blunt.

(A true Extract)

WILLIAM RUSHBY.

Late Secretary to the Board of Inſpection.

EXTRACT of the General Letter to Bengal, dated 12th April 1786, reſpecting the Bullock Contract.

EXTRACT of Court's Letter to Bengal, dated 12th April 1786.

Par. 66. HAVING, in our letter of the 11th April 1781, expreſſed a general diſapprobation of the contract concluded in September 1779, for ſupplying the army with bullocks, &c. as well on account of the length of the term it was to ſubſiſt, as on account of the high price to be paid, we ſhould have been well pleaſed at its being annulled, were not the terms upon which the contract has been relinquiſhed nearly as improvident, and almoſt as much complained of, as the contract itſelf.

67. The contract was to ſubſiſt for five years, from the 1ſt September 1779. On peruſing the agreement, we obſerve that it was optional in the Company to extend the term another year. It was accordingly ſtipulated, that unleſs notice ſhould be given to the contractor, at the end of four years, of the Company's intentions herein, the contract was to continue to the end of the ſixth year, or to the 1ſt of September 1785. One of our principal objections to the contract, was on account of the term of its exiſtence being for five years; we accordingly directed, that one year at leaſt before the expiration of this term you ſhould advertiſe for propoſals for a new contract upon the loweſt terms, and that no contract for bullocks ſhould be on any account concluded at a longer period than three years. But notwithſtanding theſe poſitive injunctions you not only neglected to advertiſe at the end of four years, but omitted to give the contractor the notice above ſpecified, by which omiſſion the contract became legally extended to ſix years, thereby furniſhing a pretext for purchaſing a relinquiſhment of the contract at the expiration of five years, at the expence of C. Rs. 3,09,327. The compenſation to the contractor for his ſurrender of the contract, at the expiration of the month of February 1784, is ſtated at 69,6000, making together the enormous ſum of C. Rs. 3,79,327.—The particulars, as entered in the extract of proceedings of the Board of Inſpection, reſpecting the bullock contract, are as follow:

1ſt.	Difference between the price of rum and arrack, as already allowed by the Board's reſolution of the 23d Auguſt 1781 -			CRs.	45,410
2d.	4,074 Bullocks, at 40 Sa. Rs. each, is -	Sa. Rs.	1,62,960	—	1,89,033
3d.	142 Camels, at 250 Sa. Rs. each -		35,500	—	41,180
4th.	18 Breaking-in carriages, at 800 Sa. Rs. each -		14,400	—	16,704
5th.	Eſtimated value of the buildings - -		15,000	—	17,400
6th.	Compenſation for ſurrender of the contract at the expiration of the preſent month - -		60,000	—	69,600
	Total —	Sa. Rs.	2,27,860	C. Rs.	3,79,327

68. Upon a ſlight and ſuperficial view of the preceding account, it appears as though the Company had received a valuable conſideration for the whole ſum which it was thus agreed to allow the contractor; but upon a more accurate examination of the ſubject, and of the materials on your ſubſequent poceedings, the reverſe is evidently manifeſted.

69. By a clauſe in the contract, the bullocks were to be of a certain height and ſtrength, above the age of four years, and under the age of ſix, and to be continued to the age of twelve, and no longer.—It muſt be remarked, that there is no ſtipulation in the contract, for obliging the Company to take the ſtock in hand at its exportation, and it might therefore be reaſonably ſuppoſed that as the contract was drawing near its termination, the ſtock of cattle would not be the beſt; but without ordering any muſter to be made of the bullocks, which would have been a very natural proceeding, or any examination as to their fitneſs and ability for ſervice, and of their ſtandard, ſize, and age, you agree at once for 4,074 Bullocks, at 30 Sa. Rs. each (with an additional 10 rupees a head, on account of a former diſcharge of cattle) amounting to C. Rs. 1,89,033.

70. As no examination was ordered previous to a final ſettlement with the contractor, ſo we do not find upon your proceedings any report as to the ſtate of the cattle, which you had thus indiſcriminately purchaſed, untill ſome nine months after the buſineſs was concluded; when the agent whom you had appointed for the future management of this department obſerved to you, that having had no authority to diſpoſe of the *lean*, *old*, *diſeaſed*, and *galled* cattle, and to ſupply their places with *freſh*, *young ſtock*, it could not be expected their general appearance ſhould be improved, or indeed ſo good as formerly, eſpecially as the preſent ſtock of cattle conſiſted moſtly of ſuch as have been at work five or ſix years, *a very ſmall number of them being leſs than ten or twelve years old*.—There need no further evidence of your improvident conduct upon this occaſion, than is here given by the agent.—Nor is this the whole extent of that evidence.—He ſuppoſes that twenty-five rupees each will be ſufficient to provide freſh and young bullocks to replace ſuch as were unfit for ſervice, and which you had purchaſed at thirty rupees; and rupees 200 each for camels, for which you had paid 250.

17. Having

71. Having thus expreſſed our diſapprobation of our inattention to your orders, whereby the contractor was ſuffered to have a legal claim upon the Company for a continuance of his contract to the end of ſix years; and of the improvident bargain you made with him, for procuring a relinquiſhment of the contract, particularly as to agreeing indiſcriminately to receive his ſtock of cattle at an extravagant rate, without any examination as to their fitneſs for ſervice; we ſhall proceed to notice another breach of our orders, in two inſtances; firſt, in not advertiſing for propoſals—and ſecondly, in reſolving to manage this buſineſs in future by agency.

72. Our letter of the 23d March 1770 poſitively directed you to advertiſe for, and receive ſuch propoſals as might be offered for ſupplying the troops with proviſions, and for furniſhing draught and carriage bullocks; and in all caſes thoſe propoſals which appeared the moſt reaſonable in point of charge were to be accepted. Our letter of the 12th July 1782 contained a general diſapprobation of agencies, and of the 15 per cent. commiſſion allowed on the agent's diſburſements; and directed all ſuch appointments to be annulled, adhering to and repeating our former orders, that ſuch part of the Company's buſineſs as could be done by contract ſhould be ſo executed; but in the inſtance before us theſe injunctions were totally diſregarded. We obſerve that you agreed to allow the agent ſixteen rupees per month each, for feeding 142 camels which you purchaſed from the contractor, and for all other charges attending them; of the profit which would have ariſen to the agent from this allowance, we are not able to judge.—We obſerve, however, that by the minute of our late Governor General, Mr. Haſtings, ſubmitting this meaſure to your approbation, it was propoſed that the camels be reduced ſo ſoon as it could conveniently be done; upon which, it is natural for us to remark, that if ſo great a number of camels were deemed, at the time the purchaſe was made, no longer neceſſary for the uſe of the army upon a peace eſtabliſhment, it was a waſte of the public money to purchaſe of the contractor one hundred and forty-two, at 250 rupees each, amounting in the whole to 41,180 current rupees; and that this number was neceſſary, appears by a ſubſequent letter from your provincial Commander in Chief, dated the 16th February laſt, wherein he ſtates that *ninety* would be ſufficient; but as the elephants, of which he likewiſe propoſed a reduction, were furniſhed by a contract, of which there were then two years unexpired, he recommended that the camels employed under the agent ſhould all be diſcharged, and the ſurplus elephants diſtributed in their room, which was accordingly agreed to.

73. But we are not able to aſcertain the whole expence of this agency, or the extent of the profits to the agent; for we find by your conſultations of the 31ſt January 1785, the agent requeſted an allowance of 200 rupees for the annual repairs of each breaking-in carriage, and 3,000 for the rent and repairs of godowns and ſheds.

74. Although in the meaſures taken by our Governor General and Council, on the ſubject of the agency given to Mr. Auriol, as well as that which was afterwards committed to Sir Charles Blunt, we find much reaſon for diſapprobation, we do not mean to imply any cenſure upon Sir Charles Blunt, whoſe conduct ſeems to be free from any imputation of neglect or unfairneſs; and if his repreſentation to you on the 16th July 1785 is founded in truth, as we ſee no reaſon to doubt, we do not conſider the allowances made to him for the commiſſion and expences of the agency as unreaſonable.

75. We obſerve that Mr. Wheler, in his minute of the 3d March 1784, declares his opinion, that the experiment of advertiſing for ſealed propoſals, in purſuance of our former orders on the ſubject of victualling and bullock contracts, "has already been tried with much inconvenience "to the Company, and loſs to the party contracting;" however, we muſt confeſs the truth of this poſition has not been ſatisfactorily demonſtrated to us. That particular contracts might fail, we do not doubt; the contract might be injudiciouſly formed, or various circumſtances might contribute to its failure, which were never properly inveſtigated; but, in a general view of the ſubject, we have not ſeen ſufficient cauſe to depart from the principles which have always actuated our inſtructions upon this head, that, in a contract properly guarded and formed, with reſponſible perſons, upon notice publicly given a conſiderable time before-hand, the Government is leſs liable to be deceived or ill ſerved than it is by the mode of agency, where influence is more likely to prevail, where every erroneous calculation turns to the public detriment, and at all events the expence is indefinite.

76. The early attention you gave to this important article, after the reſtoration of general peace, is highly ſatisfactory to us; and we approve the reduction you ordered on the 13th April

April 1785, in conſequence of the opinion you had obtained from our Provincial Commander in Chief: We further rely on you, that when you have received an explicit anſwer to the reference made to him, as mentioned in the 81ſt Par. of your inſpection letter of 31ſt July 1785, and have collected every poſſible information upon this ſubject, you will adopt ſuch a plan for the better victualling of the army, and for the proviſion of elephants and bullocks, as may be agreeable to our former and preſent orders, and beſt calculated to promote the good of the ſervice, and, at the ſame time, conſiſtent with that œconomy ſo neceſſary to be obſerved in every branch of the public expenditure.

77. We cannot conclude theſe animadverſions, without adverting likewiſe to your letters in the ſecret department of inſpection of the 25 March and 31ſt July laſt; giving you the due praiſe for the progreſs you have made in the general reduction of expences, and referring you to our former orders of the 11th April and 21ſt September laſt, on this very important ſubject.

COPY of the Proceedings of the Governor General and Council, in the Years 1785 and 1786, relative to Sir Charles Blunt's Bullock Agency and Contract.

EXTRACT of Letter from the Governor General and Council, in their Secret Department of Inſpection, dated 31ſt July 1783.

SOME reform has been propoſed in the bullock and gunpowder agencies, and we were doubtful whether it might not be adviſeable to publiſh for propoſals for the execution of theſe duties by contract; but as theſe are materially connected with the army, and as an apparent advantage gained by converting theſe agents into contract on lower terms, might in reality be attended with great loſs to the Company, the Commander in Chief has been requeſted to look over the papers relative to theſe agencies, and propoſe to us any plan for conducting the duties, which may at once be favourable to public oeconomy, and the real good of the ſervice.

EXTRACT of the Proceedings of the Governor General and Council, in their Secret Department of Inſpection, dated 1ſt Auguſt 1785.

The Governor General informs the Board, that he had in contemplation to propoſe ſome reform in the bullock and gunpowder agencies, and that he wiſhed to have aſcertained, whether by publiſhing for propoſals for the execution of thoſe duties, agreeable to the general tenor of the Company's commands, they might not be managed at a leſs expence, and with greater benefit to the Company's intereſt. But as both theſe branches of the ſervice are materially connected with the

the army, and as an apparent advantage gained by converting these agencies into contracts on lower terms, might be in reality attended with a great loss to the Company, the Governor General requests that the Commander in Chief will be pleased to look over the papers relative to these agencies, and propose to the Board any plans for conducting the duties of them, which may at once be favourable to public economy, and the real good of the service.

EXTRACT of the Proceedings of the Governor General and Council, in their Secret Department of Inspection, dated 24th August 1785.

The following Letters received from Mr. Mackintosh and the Army Agent, are now recorded.

To the Honourable John Macpherson, Esquire, Governor General, and Members of the Supreme Council.

Honourable Sir, and Sirs,

Having been Agent to the Contractor to the army some years, and having acquired a knowledge and experience in that time, I am induced, in these times of public savings, to lay before you the following proposals, which I hope will meet with your approbation. I will feed, &c. every bullock, for 3 Rs. 10 As. per month, and every camel for 10 rupees per month, including the present number of drivers; by which, I believe, the Company will save about sixty thousand rupees a year, after paying me the present commission of 17½ per cent. on the disbursements, according to the present establishment.

Should the Board have any doubt about this, I beg it may be referred to the Paymaster General; and in order to make it more clear and satisfactory, as well as to prevent trouble, and the swelling of account, I also agree to do it by contract, for a term of one, two, three, or more years.

With respect to the victualling part of the contract, it is already done on such low terms, that I cannot undertake to do it for less.

If there is any existing engagement binding on the Board for conducting this business, it is far from my intention to presume that they would break it. I only made the above proposition, in the belief, that if they are not under engagements, they will deem the savings I have stated an object well worth attention.

I have the honour to be.

Honourable Sir, and Sirs,

Your most obedient, and

most humble Servant,

Calcutta,
15 February 1785.

(Signed) Wm. M'INTOSH.

The Honourable John Macpherſon, Eſquire, Governor General, &c. Members of the Supreme Council.

Honourable Sir, and Sirs,

I have had the honour to deliver in propoſals to your Honourable Board the 15th ultimo, for feeding, &c. bullocks for 3 Rs. 10 As. per month, and camels for 10 rupees per month; by which it appears the Company will ſave upwards of ſixty thouſand rupees a year, agreeable to the late eſtabliſhment, as publiſhed in general orders; but leſt it ſhould be ſuggeſted, that I have not ſpecified what quantity of gram every bullock was to have per day, I now beg leave to maintain, that I mean to conform in every reſpect to the two regulations (namely) to give every bullock two ſeer of gram per day, beſides the uſual allowance of ſtraw, excluſive of picket ropes, with the ſame number of drivers and ſirdars as are particularly ſpecified in theſe regulations, which are to be binding on me; and in order to remove any doubt the board might have, I will give unqueſtionable ſecurity for my fulfilling the terms of the contract for a certain time of one, two, three, or more years.

I have mentioned, in my letter of the 15th, that if the board was under any engagements to the preſent agent for conducting this buſineſs, I could not preſume they would depart from it.

I have the honour to be,

Honourable Sir, and Sirs,

Your moſt obedient, and

moſt humble ſervant,

Calcutta,
10th March, 1785.

(Signed) Wm. M'INTOSH.

To the Honourable John Macpherſon, Eſquire, Governor General, &c. Members of the Supreme Council.

Honourable Sir, and Sirs,

In the propoſals which I had the honour to give in a letter bearing date the 15th February, for feeding, &c. bullocks and camels, I mentioned, that the victualling part of the contract was already done on ſuch low terms, that I could not offer to do it for leſs; but in caſe the Honourable Board ſhould underſtand from this that I have a deſire of their being ſeparated, I beg leave to mention, that it is my wiſh they ſhould go together, as they have hitherto done.

I have alſo offered, in my letter of the 10th inſtant, to give undoubted ſecurity, to which I refer; being with the utmoſt reſpect,

Honourable Sir, and Sirs,

Your moſt obedient and

moſt humble Servant,

Calcutta,
14th March, 1785.

(Signed) Wm. M'INTOSH.

To

To the Honourable John Macpherſon, Eſquire, Governor General, and Council of Bengal.

Honourable Sir, and Sirs.

As I humbly conceive the accompanying repreſentations to your Honourable Board to contain a full and ſatisfactory anſwer to the offer lately made by Mr. Mackintoſh, reſpecting the feeding of the army cattle, I requeſt the ſame, together with the papers accompanying it, and Mr. Mackintoſh's letter to the Board, may go home by the firſt opportunity to the Honourable Court of Directors, for their full information reſpecting the manner of that buſineſs being conducted by,

Honourable Sir, and Sirs,

Your moſt obedient

Humble ſervant,

(Signed) CHAs Wm BLUNT,
Army Agent.

Calcutta,
15th March 1785.

To the Honourable John Macpherſon, Eſquire, Governor General, and Council, Bengal.

Honourable Sir, and Sirs,

I beg leave to lay before your Honourable Board the following repreſentation and remarks on Mr. M'Intoſh's letter reſpecting the feeding of the army cattle.

On a ſuppoſition that another year of ſcarcity, ſuch as the laſt, ſhould again occur, it requires no argument to prove that Mr. M'Intoſh cannot feed the cattle for the ſame money he can do now that the ſcarcity no longer exiſts, and the food of cattle is become, and daily is becoming, more and more cheap. His ſtatement, therefore, that according to the preſent eſtabliſhment his offer holds out a ſaving to the Company of more than 60,000 rupees per annum is not ſtrictly true, and tends to miſlead the Board.—Whether Mr. M'Intoſh means that additional drivers and food, when on ſervice, with pads, ropes, &c. are included in his offer, or means they ſhould be made incidental charges, is not clearly expreſſed; neither does the propoſal ſpecify the quantity nor quality of food to be given, if any checks or controul of Commanding Officers on theſe heads, or as the real numbers to be kept up, is intended. But however he may mean on theſe points, the difference between Rs As 4. 10, the preſent rate of feeding, when grain is at a medium price, and his propoſal of R 3. 10, on 3,000 head of cattle, amounts only to rupees 36,000, inſtead of 60,000, as he ſtates. For it would be unfair to ſtate the preſent eſtabliſhment to coſt the Company, on an average, that which a year of famine has made it amount to. But his erroneous ſtatement tends further to deceive the Board; for at the preſent price of the food of cattle, the agent thinks he may ſafely affirm, they are in many places at this time fed under the rate of Rs As 4. 10, and by the preſent regulations of the agency, the price of feeding falls with the price of food, and this the agent is of neceſſity bound ſtrictly to obſerve. So that if the price of gram continues to fall, as there is every reaſon to expect, the charge to the Company of feeding their cattle, with drivers, and all the other articles, will from this time be as low as Mr. M'Intoſh's offer; and his boaſted ſaving, therefore, on the preſent eſtabliſhment, will very ſoon ſink to nothing. It cannot be the intention of Government to deceive themſelves, by ſuppoſing it in any man's power to keep their cattle in proper and ſerviceable condition, in times *of great ſcarcity*.—Whoever undertakes to do ſo in ſuch times, muſt either fail in his contract, or ruin the cattle by illicit practices, ſuch as giving improper food, or ſhort allowances, or defraud

the

the Company, by charging non-effective cattle and drivers; ſo that Mr. M'Intoſh's offer amounts in fact to no more than this—That he is willing to contract to feed the cattle, in cheap times, as low as the preſent agent is bound to do it, and will venture to contract to perform, in dear times, what no man can perform. The rate of agency was calculated from medium prices; and the ſpirit and intention of it is, throughout, that the cattle being the Company's property, ſhould always, and at a certainty, be maintained in healthy and ſerviceable condition, let the price of gram riſe or fall, conſiſtent with juſtice to the Company, and a fair advantage to a reſponſible ſervant.—Sure it can never be the intentions of Government to put that ſervant in a ſituation liable to ruin, by binding him to perform what may become impoſſible for him to perform; which would infallibly be the caſe of a contract taken out at a low rate, and ſucceeded by ſeaſons of real ſcarcity. With reſpect to the ſecurity offered by Mr. M'Intoſh, I beg to obſerve, that the preſent agent, being a Company's ſervant, is always under ſecurity, and is beſides liable to diſmiſſion from the ſervice for miſconduct or breach of truſt, and thus is liable to a much heavier penalty than any pecuniary mulct, and under ſtronger ſecurity for his good behaviour; beſides, any ſecurity Mr. M'Intoſh can give can never avail the Company, becauſe the points to be ſecured, being general and indeterminate, it will ever be next to impoſſible to prove ſpecific charges ſo as to recover at law. Should the cattle at any time hereafter be found in a ſtate unfit for ſervice, he has it always in his power to ſay—the ſervice has been hard; the cattle have grown old; the ſeaſon has been inclement, and they have been fed as well as the low price allowed me would afford; ſo that the ſecurity offered by Mr. M'Intoſh, in fact, gives him no title to a preference over a Company's ſervant already in poſſeſſion of the office, and without the ſmalleſt complaint againſt him: Should this mode of application (uncalled for by Government) be admitted into precedent, no ſervant of the Company can think himſelf ſafe in his office; any perſon who is out of employment, or junior ſervant, may ſtep forward and ſay—I will make gunpowder cheaper than this man, I will make ſalt cheaper than that man, and I will make cloth cheaper than another; the ill blood that muſt neceſſarily enſue, would produce effects of the moſt miſchievous and fatal kind, and put an end to all harmony and confidence in the ſervice. Mr. M'Intoſh confeſſes the victualling branch of my office to be done on ſuch low terms, that he cannot undertake to do it for leſs, and he ſays true; I can produce inſtances, where the batta drawn, with commiſſion upon it, does not amount to the expence; and I muſt beg leave to advance this as a reaſon, why the two branches of feeding and victualling ſhould not be ſeparated, the duty being performed by the ſame aſſiſtants, the expence is thereby divided, which would otherwiſe fall too heavy on either. The late reduction in the number of cattle having decreaſed the agent's commiſſion one fourth, without leſſening his expence in the ſmalleſt degree, is another reaſon againſt further reductions upon his office; on the whole, whenever the price of the food of cattle ſhall enable Mr. M'Intoſh to maintain them in proper ſerviceable condition at the rate he offers, it will be ſtill more in the power of the agent to do ſo, becauſe he has European and other aſſiſtants acting for him in both branches; and when, from the high price of grain, it will not be in the agent's power to keep the charge of feeding below or at the rate of the preſent agency, it muſt be equally out of the power of any other perſon to do ſo by fair and honourable means. A circumſtance I muſt beg may attract the attention of the Honourable Board is, that at the moment of my entering upon my office, and ever ſince, it having been a time ſcarcity, almoſt of famine, it would be unfair to calculate the Company's average expence by ſuch a year, and it would be unjuſt to deprive me of the opportunity of making appear the advantageous footing the agency ſtands upon, at the moment an appearance of plenty affords a proſpect of their doing ſo; the injuſtice muſt appear ſtill greater, if it is conſidered I have had innumerable difficulties to ſtruggle with, owing to many neceſſary regulations lately ſubmitted by me to the Board being unprovided for, and owing to ſuch a general ſcarcity of money, that though employed by an agent diſburſing the Company's money, I am at this moment in advance conſiderably more than a lack of rupees. I therefore truſt the preſent offer will not appear to hold out any ſuch advantage or ſaving as to entitle Mr. M'Intoſh to diſpoſſeſs a Company's ſervant of his office, even if the Board ſhould determine to make any alteration in the mode of conducting the buſineſs, but which I truſt they will ſee no cauſe immediately to do; as I have reaſon to hope it may ſhortly appear, that the agency, upon its preſent footing, has been under the conſideration, and has received the approbation of the Honourable Court of Directors.

Preſuming that a matter of ſo much importance as the permanent good ſtate of the army cattle, will not be decided upon by the Honourable Board, without all due information from thoſe beſt qualified to give it, I ſhall beg to refer the Board to Colonel Pearſe, Commandant of the Artillery, and Lieutenant Colonel Duff, who has had the command ever ſince my appointment, and to the Commanding Officers at the different ſtations, requeſting them to certify, whether

whether the allowances to the cattle have been more than barely ſufficient, whether they have been duly diſtributed, whether the buſineſs of both branches of feeding and victualling has been properly conducted, and whether the cattle are not at preſent in general good condition; and I humbly beg leave to accompany this repreſentation with the papers and copies of letters, extracted from my correſpondence, and hereunder ſpecified, bearing teſtimony to the above points.

I am,

Honourable Sir, and Sirs,

Your moſt obedient

Humble ſervant,

CHARLES Wm BLUNT,
Army Agent.

Calcutta,
15th March 1785.

A. — Agent's Letter to Commanding Officers

B. — Major Crawford's Anſwer to the above.

C. — Colonel Eyre's Dº Dº.

D. — Colonel Fullerton Dº Dº.

E. — Lieutenant Polhill Dº Dº.

F. — Lieutenant Colonel Duff Dº. Dº.

G. — Major Eaton Dº. Dº.

H. — Colonel Ironſide Dº Dº.

I. — Sir John Cumming Dº Dº.

Calcutta, 7th December 1784.

Sir,

Complaints being made from ſeveral ſtations of the army, that the Company's cattle are in bad condition, and as I may conſequently be blamed for the cauſes of it, I beg leave to aſſure, that I have conſtantly directed thoſe perſons in charge of them to give their full allowance of food, as I never wiſhed to reap any kind of advantage from that part of my agency.—I am well aware that black people are not to be depended upon; and as I cannot poſſibly have European agents at every ſtation, I muſt requeſt that you will do me the favour to direct ſome perſon to be a check upon my people with you, that juſtice might be done to the cattle.

The beeſty cattle of the eſtabliſhment form a very conſiderable part of the carriage bullocks; being entirely under the charge of people who are not accountable to the agent, I have every reaſon to think they are defrauded of great part of their allowances of food, and that they are much overloaded; the weight ſtipulated for a bullock to carry being only 160 pounds, and I am informed, that their burden of water is not leſs than 300lb.—This I muſt believe, from the wretched condition in which they are conſtantly returned to me; and I particularly intreat that ſuch orders may be given reſpecting them, as will, if poſſible prevent theſe abuſes, which are certainly practiſed.

I have the honour to be,

Sir,

Your moſt obedient humble ſervant.

To Sir Charles William Blunt, Army Agent.

Sir,

I am favoured with your letter of the 27th ultimo, relating the cattle attached to my corps. In reply, I have to acquaint you, that ever ſince the commencement of your agency, I have directed a certain number of gun laſcars to ſee that they are properly fed, and attended duly; and as they are in excellent order, I have no room to ſuppoſe they are defrauded of their food; this method I ſhall continue to obſerve; and I ſhall alſo take care that the beeſty cattle are not overloaded, according to your deſire.

I have the honour to be,

Sir,

Your moſt obedient ſervant,

(Signed) JAMES CRAWFORD.

Jelda,
the 7th January, 1785.

Sir,

I am favoured with your letter of the 27th December. In anſwer to which, I have to aſſure you that no complaint has gone from me of the bad condition of the cattle at this ſtation, further the remark made upon the returns, which you are by no means accountable for.—A few of the bullocks are ſo old as to be quite worn out, and can never be fit for any ſervice, than under the ſtandard: Upon my taking the command here, I enquired particularly how ſuch cattle came to be produced at Muſter, and had a very ſatisfactory account from the contractor's agent, that they were left here by different detachments, and originally came from the troops who had been employed in the Decan—Your ſircars tell me, that they have poſitive orders to give the bullocks the full allowance, and they aſſure me it is given to them. It is true they do not look pampered, but if they had double the quantity of grain it would be the ſame, for the ſeaſon is very ſevere, and the cattle lay out on the hard ground in the cutting wind, with want of buſſey which is not to be got) make them appear in a worſe condition than they really are; in the rains I allowed them to go about 12 coſs off to graze; at preſent I believe they get ſome cut ſtraw.

The burthen of a beeſty bullock was always the ſame as it is now; and ſince I have been in the ſervice, it has been a general remark, that they were the fatteſt and beſt cattle, owing to the attachment of the man to the beaſt that was his conſtant companion, who took care he ſhould always have his full and proper allowance.

It is the cuſtom of the army in large camps or cantonments, for a good non-commiſſioned officer of artillery to be appointed bullock ſerjeant, who is to ſee the cattle get the quantity of grain, &c. and at proper times this perſon is placed there by the Commanding Officer as a check upon the contractor.

I will, with great pleaſure, comply with your requeſt in appointing a perſon to inſpect the conduct of oour ſircars; it would be neceſſary that you ſhould give a ſerjeant ſo employed 10 or 12 rupees per month.

I have the honour to be,

Sir,

Your moſt obedient humble ſervant,

GEO. B. EYRE,
Lieut. Colonel.

Dinapore,
January 8, 1785.
Sir Charles Wm. Blunt, Bart.

It

Sir C. William Blunt, Bart,

Sir,

I have your favor of the 27th ultimo; I have reprehended your ſervant here ſometimes for the treatment of the cattle, but never made any public complaint or repreſentation whatever: Reſt aſſured, Sir, ſhould I ever be neceſſitated to do ſo, that you ſhall have by the ſame a poſt duplicate.

I have given injunctions agreeable to your favour, as far as poſſible to effect juſtice being done the cattle. Relative to the load of the beeſty bullocks, cuſtom has eſtabliſhed a weight nearly equal to double your ſtipulated amount. I remain, with due regard,

Sir,

Your devoted humble ſervant,

(Signed) J. FULLARTON,
Lieut. Colonel.

Midnapore,
January 9, 1785.

Sir, Camp, Nonparrah, 12th January 1785.

I have received your favour of the 17th ultimo, and have now the pleaſure of expreſſing my ſatisfaction at the good condition the cattle are in which you have placed under my command; the ſircar, I believe, has in every reſpect done juſtice to them, and I generally cauſe them to be fed near the park of artillery, that me or my ſerjeants may ſee them get their food.

If you have any other directions to give regarding their food, &c. &c. it ſhall be attended to, as it will give me the greateſt pleaſure, if I can in any manner be of aſſiſtance to you.

I have the honour to be,

Camp, Dum Dum Friday, Sir,

Your obedient humble ſervant,

(Signed) J. POLHILL.

To Sir Charles William Blunt, Agent to the Army.

Sir,

I have received your letter requeſting to have a ſerjeant appointed to ſee that the cattle receive their full allowance of grain, &c. agreeable to the regulations and the orders you have given to the ſircars, I am ſatisfied it is your wiſh that the cattle ſhould have their full allowance, and will order proper perſons to ſee that juſtice is done to them, but I do not think it right to fix any non-commiſſioned officer for that particular duty, as it will only give the ſircars a greater opportunity of cheating the cattle.

I am,

Sir,

Your moſt obedient humble ſervant,

(Signed) PATRICK DUFF,
Lieut. Col. Comg the Artillery.

Sir,

Sir,

I am favoured with your's of the 1ſt inſtant; and in anſwer am to inform that you I made a minute calculation of the neceſſary expence for feeding the bullocks, paying drivers, furniſhing picket ropes, pads, &c. and find at the loweſt rate, conſidering the preſent price which grain is now ſold for, that after defraying at unavoidable expence, it will amount to upwards of 200 rupees per month; for which ſum, the man whom I have made a tender to contract for them engages to keep the bullocks in good order, and furniſh ropes, pads, &c. when grain is at 30 ſeer per rupee, he will enter on a freſh engagement. If this ſhould ſuit, it's very well; otherwiſe thinks he cannot do juſtice to the cattle, and ſupport himſelf.

Buxar,
11th February 1785.
(on the ſervice.)

I am, Sir,
Your very obedient
humble ſervant,
(Signed) ISAAC EATON.

Caunpore, January 11, 1785.

To Sir Charles William Blunt, Bart. Contractor to the Army.

Sir,

I have received your public letter of the 27th ultimo.

Conſidering how well the buſineſs of your contract is conducted at this ſtation, the preclufion of all complaints from the Commanding officer, and that no repreſentation has ever been made to me, during my ſervice in this quarter, of deficiencies or impoſitions of any kind in feeding or loading the cattle, nothing ſurely could ever be more inapplicable to the real ſtate of the caſe, both in ſubſtance and expreſſion, than the tenor of your addreſs to me.

Beſides the indecorum of informations being received through any channel than that of the Commanding officer, your informer of the bad condition of the cattle here; has I can aſſure you, Sir, moſt egregiouſly impoſed upon you.

At the expiration of every month, a ſtrict ſurvey is taken by the officers of artillery of the draught and carriage cattle, whoſe ſafety and reputation depend on their good condition, and an Artillery Sergeant is always appointed to inſpect their feeding.

With reſpect to thoſe called beeſty, they are nnder the care of ſeveral Quarter Maſters, than whom there are no Gentleman in the army have fairer characters, and more incapable of ſordid actions or of inattention to this, as well as every other part of their duty. In a climate ſultry as this, the work of the beeſty bullocks muſt of courſe prove laborious; but that they are ever unneceſſarily employed, or unuſually burthened, is I am perſuaded a miſreport. To be ſatisfied, however, I have iſſued a public order for an extraordinary ſurvey to be taken of the beeſty cattle, and of the ſize as well as weight of their bukhals, which all over the country are I believe of ſimilar dimenſions, being the hides of two oxen, one placed on each ſide of the beeſty bullock, and the common oxen of this country, the ſkins of which are uſed for this purpoſe, do not often differ in ſize.

Did I not, Sir, conclude your letter as merely circularly, I ſhould have been reduced to the neceſſity, in conſequence, of ſoliciting the Commander in Chief for a public enquiry into the conduct of the officers who were directed to ſuperintend the cattle attached to my command; but as I cannot conceive any reflection intended, where no cauſe has been given for it, I ſhall cloſe the ſubject, with an aſſurance, that no caution will be wanting on my part for the care of your cattle;

and

and not from civility alone to the Contracter, but becauſe my own reputation, as well as my own ſecurity, and that of the whole detachment, in a great meaſure depend upon their ſtrength and capacity for ſervice.

With perfect conſideration and regard,
I am, Sir,
Your moſt obedient humble ſervant,
(Signed) G. IRONSIDE, Colonel.

Sir,

I have been favoured with your letter of the 27th of December 1784. As I make it a point to ſee and examine particularly into the ſtate of the draught cattle, they have not ſuffered ſo much as you have heard; that all black agents you can employ will, in a greater or leſs degree, defraud the cattle, is a truth too well known to be doubted, nor will all the inſtructions you can give, or the puniſhments I can hold out to them, prevent it. I ordered a Serjeant of the artillery to attend daily to ſee the grain weighed, but to little purpoſe; the Black Agent here has the means of corrupting, either by money or liquor, and I believe none of the Serjeants have ever been able to withſtand the temptation. The Elephant Contractor's Sircar has been following the ſame practices, though in a leſſer degree, which obliged me to order the different Quarter Maſters to ſee that the elephants had their daily allowance of food; and I have lately directed the Commanding Officer of Artillery to have a particular eye to the feeding the draught and carriage bullocks: But ſtill your Agent, Minizes, finds means to elude the orders; indeed of all the rogues I have met with in his way I believe him the greateſt; I have ordered my Secretary to write to Mr. Lawtre to remove him immediately from this place, and I am clearly of opinion he ought not to be intruſted by you in any thing relating to the feeding, or purchaſe of grain. There are two ſpecies of pulſe, the produce of this part of the country, the one called Chonnack, the other moat, the price of the former 14 ſeer per rupee, the latter 43 ſeers, and were they equal in price I ſhould prefer Moat; the Moat harveſt is in November, and that of Chonnack in April, which accounts for the difference of price at preſent; on account of this great difference I gave directions to feed the cattle with Moat, but Minizes the Black Agent, pleading there was a quantity of Chonnack on hand. the order does not take place before the firſt inſtant the cattle will be fed at one-third of the expence to the Company, without, I believe, in any reſpect affecting your intereſt.

I have the honour to be,
Sir, Yours, &c.

Futty Ghur,
Jan. 11th 1785.
To Sir Cha. Blunt, Bart.

(Signed) JOHN CUMMING.

To the Honourable John Macpherſon, Eſquire, Governor General, and Council, &c.

Honourable Sir, and Sirs.

I humbly beg to add to the repreſentation already before your Honourable Board the incloſed extract from the laſt returns, ſhewing the low rate at which the cattle are fed under the regulations of the preſent agency at theſe ſtations where grain is fallen in price, at ſome of which it is already below the rate of Mr. M'Intoſh's offer, as my repreſentation foretells it ſoon would be; and I can with confidence aſſure the Board that the rate will be ſtill lower in the ſucceeding months.

I therefore requeſt the attention of the Board to remark the fallacy of Mr. M'Intoſh's ſtatement of the annual ſaving to the Company of Rs. 60,000 by his office.

I am,
Honourable Sir, and Sirs,
Your moſt humble ſervant,
(Signed) CHAs. Wm. BLUNT,
Army Agent.

Calcutta,
19th March 1785.

CHARGES of feeding Cattle at the following Stations, by laſt Returns.

	M.	S.	R.A.		
Calcutta gram, for 1 bullock, a. 2 ſeer per day, 1. 20, a. 1 6 per m.			—		2 1 —
Drivers, pads, ſtraw, &c. —	—		—		2 1 7
					4 2 7
	M.	Seer	Seer	Chr.	
Midnapore gram, 1. 20, a. 21. 13 per rupee			—	2 12 13	
Drivers, pads, ſtraw, &c. —	—	—		2 1 7	
					4 13 10
	Md.				
Jellaſore gram, 1. 20 ſeer, a. 24 Sa. per rupees			—	2 8 —	
Drivers, pad, ſtraw, &c. —		—		2 1 7	
					4 9 7
	M.	S.			
Berhampore gram, 1. 20, a. 17 Sa. per R.			—	3 8 5	
Drivers, pads, ſtraw, &c. —		—		2 1 7	
					5 10 —
	M.	S.			
Chittagong gram, 1. 20, a. 1. Md. per Rs.			—	1 8 —	
Driver, pads, ſtraw, &c. —		—		2 1 7	
					3 9 7
	M.	S.			
Monghier gram, 1. 20, a. 43 Sa. per Rs.			—	1 6 3	
Drivers, pads, ſtraw, &c. —			—	2 1 7	
					3 7 10
Burrangong gram, 1. 20, a 42 Sa. per. Rs.			—	1 6 10	
Driver, pads, ſtraw, &c. —			—	2 1 7	
					3 8 5
Light Infantry gram, 1. 20, a. 37 Sa. per Rs.			—	1 9 10	
Drivers, pads, ſtraw, &c. —			—	2 1 7	
					3 11 5
Buxar gram, 1. 20, a. 24 S. per R.		—		2 8 —	
Drivers, pads, ſtraw, &c. —		—		2 1 7	
					4 9 7
Chunar Ghurr gram, 1. 20, a. 20 S. per Rs			—	2 — —	
Drivers, pads, ſtraw, &c. —			—	2 1 7	
					4 1 7
Dinapore gram, 1. 20. a. 45 Sa. per Rs.			—	1 5 4	
Drivers, pad, ſtraw, &c. —			—	2 1 7	
					3 6 11

N. B. By the above it appears, wherever gram is cheap, the Company's expence under the preſent agency is leſs than Mr. M'Intoſh's offer; and it muſt ſurely be admitted as true, that the faireſt and moſt equal footing the buſineſs can ſtand upon is, that the Cattle ſhall always receive their proper allowance, and the Company always pay what that allowance ſhall coſt, be it more or leſs, as the facts is under the preſent agency.

C. W. B.

To

To the Honourable John Macpherſon, Eſquire, Governor General, and Council, Fort William.

Honourable Sir, and Sirs,

Having been favoured with Mr. M'Intoſh's ſecond and third letters to the Board reſpecting the agency, and conceiving that it may be thought proper I ſhould give in to the Board ſome clear propoſals, on reduced terms, to juſtify their continuing me in my office, I beg your indulgence to make one or two obſervations for your further information, and as reaſon to me infuperable why I think it not incumbent on me to do ſo.

I will ſuppoſe, Sirs, offers ſimilar to Mr. M'Intoſh's to be made in every department of the Company's ſervices—will it therefore be incumbent on every holder of an office, to give in a propoſal on reduced terms, to juſtify the Board in continuing that ſervant in his office? Surely not without proof of miſconduct, or of unfair or immoderate profits; and if not in other offices, why in mine? have any ſuch proofs been attempted to be produced? none that I know of. If the Honourable Board ſhould be of opinion that any juſtification of their determination to refuſe Mr. M'Intoſh's offer is neceſſary to the Court of Directors, I humbly conceive the moſt ample may be found on other grounds. The whole ground of Mr. M'Intoſh's pretenſions to diſpoſſeſs the preſent agent, and obtain a contract for feeding the cattle, and with it the victualling, which he allows to be done on the loweſt poſſible terms, is a ſtatement of an annual conſtant ſaving to the Company, of rupees 60,000 on the feeding alone; if therefore this ſtatement is not ſtrictly true, his pretenſions at once vaniſh: now the eſtabliſhment having been reduced more than one fourth ſince this calculation of ſaving was made, of conſequence his ſtatement of ſaving muſt be one fourth leſs, and is ſo far incorrect; and again, the price of gram, and of courſe the price of feeding the cattle, having fallen ſo much ſince the ſame calculation of ſaving was made, as to bring the preſent rate of feeding the cattle in ſome places at, and in many places below the terms of his offer, and there being a proſpect of the rate falling ſtill lower, his ſtatemen of ſaving is ſtill further from being correct. This argument alone, were there not many others of equal force, is ſufficient to juſtify to the Court of Directors a rejection of his propoſals. But, Sirs, the encloſed paper juſt received from my agent at Cawnpore, ſhewing the price of gram at that ſtation, from January 1784 to February 1785, makes it appear to a demonſtration, that had any man been bound by contract to give the cattle the preſent allowances, at the rate Mr. M'Intoſh propoſes, during the greateſt part of that period, there are but few fortunes in India that would not have been ruined in a ſhort time, at leaſt the contractor would have loſt more in one year than he would gain in five. This affords a ſecond reaſon for rejecting a contract which engages to perform impoſſibilities; and a third, of no leſs weight, may be drawn from the precarioufneſs of crops, and the fluctuation in the price of corn all the world over, which is a matter of ſuch notoriety, and ſo totally impoſſible to foreſee or controul, as muſt ever prevent the fixing one uniform conſtant price for the feeding of the army cattle, unattended by one or other of theſe alternatives—either the Company muſt pay an higher price for feeding their cattle in plentiful years, than they ſhould at all times pay; or the contractor in bad years muſt fail in his contract, and ruin the cattle, or be ruined himſelf. I have in my former letter obſerved to the Honourable Board, that by the late reductions of the army cattle, viz. 900 out of 4,084, and all the camels, the agent's commiſſions are diminiſhed more than one fourth, without leſſening his charges, in ſalaries, &c. a ſingle rupee, which is a reduction, I conceive, fully equal to any made in other offices in this time of general retrenchment; beſides this, Sirs, an advantage formerly accruing to the agent, from the allowance for ropes, pads, &c. is wholly taken away by the deduction of the carriage cattle, the bags, &c. of the bheeſties coſting more than the allowance for them; and on the whole, it will appear, by a bona fide ſtatement of the outgoings and incomes of the agency on its preſent reduced footing, that the agent's advantages are no more than moderate and reaſonable.

By Mr. M'Intoſh's third letter, it now appears, that his views have been all along directed as well to the victualling as to the feeding branch of the agency. He is content, if he can but get poſſeſſion of the whole, to run the hazard of loſing money by one branch, in hopes to make a livelihood by the other; and ſo, Sirs, permit me to ſay, would many more perſons

in

in his ſituation in this country. But, Sirs, Government can never mean to impoſe ſuch terms, merely becauſe a perſon not in the ſervice ventures to undertake what I have ſhewn to be unſafe. Allow me, Sirs, to obſerve, that the different emoluments of offices in all ſtates, from the higheſt ſalaries to the loweſt, do not take their riſe from the number of hours, or degree of labour ſpent at the deſk, but from the high importance of thoſe offices, and the reſponſibility of the characters filling them: I therefore beg the Honourable Board will be pleaſed to conſider of what degree of importance to the ſtate is the buſineſs of the agency, and with what degree of reputation does it appear it has been conducted. I obſerve Mr. M'Intoſh appears to lay great ſtreſs, and repeats in every letter, his offer of ſecurity to perform his contract, in his idea that the Board cannot poſſibly reject his offer under that circumſtance; but, I truſt, the Honourable Board will diſcriminate between a caſe of ſecurity given not to embezzle monies entruſted, or to perform any ſpecific act, and a ſecurity to perform generally what I have ſhewn may become impoſſible to perform. I likewiſe truſt the Honourable Board will ſee how little any ſecurity, however unqueſtionable, can avail the public, or compenſate the evils that may be conſequent, ſhould it ever happen that the cattle ſhould be found in an unſerviceable condition in the hour of danger and of ſervice, from the ſcarcity of corn, having put it out of a contractor's power to do them juſtice, without immediate ruin to himſelf.

For the above reaſons, I truſt the Honourable Board will think themſelves fully juſtified to the Court of Directors in rejecting an offer, generally deemed unfair, and ſhewn to be unneceſſary; and that they will approve of my continuing to act as I have done in an office of great truſt and reſponſibility, the forms of which in point of fairneſs and equality between the Company and the Agent, as well as the certainty of advantage to the ſtate of the army cattle, I am moſt confident and bold to ſay, will the more appear as it is the more examined, and the longer continued.

I am,

Honourable Sir, and Sirs,

Your moſt obedient humble ſervant,

Calcutta,
15th April 1787.

(Signed) CHA^S W^M BLUNT,
Army Agent.

BAZAR

BAZAR RATE at Cawnpore of the Price of Gram, &c. with the Quantity for One Corah Rupee, ſpecified in each column.

	Moot		Muſſoor Gram.		Colligh Gram.		Mong Gram.		Anar Gram.		Boot Gram.	
	1ſt.	2d.	1ſt.	2d.	1ſt.	2d.	1ſt.	2d.	1ſt.	2d.	1ſt.	2d.
1784.												
January 23.	15	—	15	—	13½	—	15	—	17	—	15	—
February 2.	15	—	15	—	13½	—	15	—	17	—	16	—
9.	15	—	15	—	13	13½	15	—	17	—	16	16½
16.	15	—	15	—	13	13½	16	—	18	—	17	17½
23.	17	—	15	—	13	13½	16	—	18	—	17	17½
March 1.	15	—	15	—	13	13½	15	—	17	—	16	16½
8.	14	—	14	—	12	12½	14	—	16	—	15	15½
15.	14	—	14	—	12	12½	14	—	16	—	15	15½
22.	15	—	14	—	13	—	14	—	16	—	15	15½
27.	15	—	14	—	13	—	14	—	16	—	15	15½
April 5.	15½	—	14½	—	12½	13	14	—	18	—	15½	16
12.	15½	—	14	—	12½	13	14	—	18	—	15	15½
19.	14	—	14½	—	10	10½	11	11½	15	16	13½	14
26.	14	—	14½	—	10	10½	11	11½	15	16	13½	14
May 3.	14	—	14½	—	10	10½	11	11½	15	16	13½	14
10.	14	—	14½	—	10	10½	11	11½	15	16	13½	14
17.	11	—	12	—	10	10½	11	11½	13	16	12½	14
24.	11	—	12	—	10	10½	11	11½	13	16	12½	14
31.	11	—	12	—	10	10½	11	11½	13	16	12½	14
June 7.	10½	—	11½	—	9½	—	10½	—	11	—	12½	—
14.	10½	—	11⅔	—	9¼	—	10½	—	11	—	12½	—
21.	10½	—	11½	—	10	—	10½	—	15	—	13	—
28.	10½	—	11½	—	9	9½	9	9¼	13	—	12	12½
July 5.	10	—	11½	—	9	9½	9	9½	13	—	12	12½
12.	10	—	11½	—	9	9½	9	9¼	13	—	12	12½
19.	10	—	10½	—	9	9½	9½	—	13½	—	12	12½
26.	10	—	10	—	9	9½	9½	—	13½	—	12	12½
Auguſt 2.	10	—	10	—	9	9½	8	—	13½	—	12	12½
9.	10	—	11	—	10	—	8	—	13½	—	11	—
16.	10	—	11	—	10	—	8	—	13½	—	11	—
23.	10	—	11	—	9	—	8	—	12	—	11	—
30.	10	—	11	—	9	—	8	—	12	—	11	—
September 6.	10	—	11	—	9½	—	8	—	12	—	11	—
13.	10	—	11	—	9½	—	8	—	12	—	11	—
20.	10	—	11	—	9½	—	8	—	11	—	11	—
27.	10	—	9	—	9½	—	8	—	8	—	9½	—
October 4.	10	—	10	—	9	—	9	—	11	—	9½	—
11.	10	—	11	—	11	—	9	—	11	—	10	—
18.	14	—	12	—	14	—	12	—	12	—	10	—
25.	14	—	14	—	16	—	12	—	15	—	10	—
November 1.	14	—	14	—	16	—	12	—	15	—	10	—
8.	20	—	14	—	21	—	20	—	15	—	14	—
15.	23	24	16	—	21	—	20	—	15	—	15	—
22.	22	23	16	—	20	21	20	—	15	—	16	—
29.	26	27	20	—	23	24	23	24	20	—	17	18
December 6.	27	28	20	—	23	24	28	29	20	—	17	18
13.	30	32	22	—	24	25	29	30	22	—	19	20
20.	32	33	22	—	22	23	29	30	22	—	18	19
27.	32	33	22	—	23	24	29	30	22	—	18	19

	Moot.		Muſſoor Gram.		Colligh Gram.		Mong Gram.		Anar Gram.		Boot Gram.	
	1ſt.	2d.	1ſt.	2d.	1ſt.	2d.	1ſt.	2d.	1ſt.	2d.	1ſt.	2d.
1785.												
January 3d.	32	33	22	—	23	24	29	30	22	—	18	19
10.	32	33	22	—	23	24	30	31	22	—	17	18
17.	34	35	22	26	23	24	30	31	22	—	17	18
24.	34	35	22	26	23	24	35	—	22	—	13	14
31.	35	36	22	26	23	24	35	—	22	—	13	14
February 7th.	39	40	22	24	23½	24	33	—	20	—	13	14
14.	39	40	22	24	23½	24	33	—	20	—	16	17
21.	39	40	22	24	27	28	33	—	20	—	19	20
28.	39	40	22	24	27	28	33	—	20	—	19	20
March 7th.	41	42	29	30	29	30	35	36	13	—	21	26
14.	39	40	29	30	29	30	35	36	13	—	28	34
21.	41	42	27	30	29	30	35	36	24	25	27½	38½

(Signed) CHARLES WILLIAM BLUNT,

Army Agent.

To the Honourable John Macpherſon, Eſquire, Governor General and Council, Fort William.

Honourable Sir, and Sirs,

I humbly requeſt the Honourable Board will be pleaſed to allow me, with the utmoſt reſpect, to offer my reaſons, why the alteration Mr. M'Intoſh's offer aims to effect, of converting the agency now under my charge into a contract, ſhould not take place; for although the Honourable Court of Directors ſaw reaſon to paſs ſevere cenſure on the terms of the late Bullock Contract; and, on a ſuppoſition of the buſineſs continuing to be conducted in the way of a contract, thought proper to direct that, and others, to be put up to the loweſt bidder, it does by no means follow, that they will ſee cauſe to object to the moderate, fair, ſafe, and reduced terms of the preſent agency; and it will be giving but due credit to the wiſdom of that Honourable Court, to ſuppoſe they will ſee the inexpediency of fixing one certain rate of expence, by a contract, in a matter ſubject throughout the world, but more particularly in Bengal, to ſuch fluctuation as the price of grain is liable to, by the failure of crops, and dry ſeaſons, as muſt ever render the ſtate of a Contractor for this ſervice precarious and dangerous: A Contractor who engages on reaſonable terms to-day, may be utterly ruined a twelvemonth hence; this is precilely the caſe at preſent, as appears by a calculation I have juſt cauſed to be made, of the loſs the Contractor would have ſuffered by feeding the bullocks alone laſt year, at the rate the preſent propoſal to the Honourable Board offers to take it at, which on the loweſt computation amounts to ſicca rupees 76,575.—Is there reaſon and policy—is there juſtice and humanity in ſuch a plan?—By the beſt information I have been able to obtain, I cannot find the orders of the Honourable Court of Directors have been at any time preciſe and ſpecial, reſtraining the Governor General and Council of Bengal from conſidering of and adopting a more eligible mode of ſupplying the army with cattle, if ſuch could be found, than that of the former contract, and that therefore the Honourable Board were fully authorized to adopt that of the preſent agency. The Honourable Court of Directors, I humbly beg leave to ſuggeſt, did no more, in their orders reſpecting the Bullock Contract, than direct that contract, (ſuppoſing it to continue to a period, and approved of being renewed) ſhould be advertiſed and given to the loweſt bidder. But, Honourable Sirs, that Contract no longer exiſting, and the cattle having become the property of the Company, of which alteration the ſenſe of the Honourable Court of Directors has not yet been received, it becomes now worthy the attention of the Honourable Board, that they ſhall be taken the beſt poſſible care of, attended with the leaſt expence, which I humbly conceive to have been ſhewn in my former letter to the Board, will happen under an agency.

That

That the conduct of the Company's buſineſs by agencies is not diſapproved by the Honourable Court of Directors, may be collected from the very conſiderable branches of the Company's buſineſs at this time conducted ably and Honourably under that mode, not without the knowledge, and therefore concluded to be with their approbation; and there does not appear in the Honourable Court of Directors, or in the Honourable Board, the leaſt intention, motive, or probability of their being ſuppreſſed, to the ruin of the Company's ſervants, employed in them, and the great joy of all perſons out of employ, and out of the ſervice.

I am,

Honourable Sir, and Sirs,

Your moſt obedient humble ſervant,

(Signed) CHAS. WILLIAM BLUNT.

Calcutta,
16th July 1785.

Army Agent.

To the Honourable John Macpherſon, Eſquire, Governor General, and Council.

Honourable Sir, and Sirs.

The agent for feeding the army cattle, and victualling the troops, finding that an erroneous ſtatement has been made in the public accounts, of the commiſſions received by him to his own private emolument, deſires now to repreſent the ſame to the Honourable Board, perſuaded that it will not be the deſire of the Board, that a repreſentation not warranted by the facts, and which may prove ſo injurious to the individual, ſhould be tranſmitted to the Honourable Court of Directors as it now ſtands.

By an extract from the Accountant's office is now ſtated as follows:

'Sir Charles Blunt, Bart, agent for feeding the army bullocks and camels—A commiſſion of 'ı0 per cent. out of 17½ on his and his deputies diſburſements, in feeding the Honourable Com-'pany's bullocks and camels, eſtimated by the Military Paymaſter General, on the average, at 'current rupees 3,800. 3."

The agent begs to obſerve, that the above extract will tend to miſlead the judgment of the Honourable Court of Directors.

1ſt. Becauſe the Agent's commiſſion is expreſſed to have been eſtimated on an average, which words leave room to ſuppoſe the expence of feeding the cattle, and the Agent's commiſſion, were ſuch as, Communibus Annis, would have continued the ſame, when in fact the particular moment at which the eſtimate was made, viz. February 1785, alone cauſed the amount to exceed that of the preſent time; the Madras Eſtabliſhment being included, which in a few days afterwards could have been omitted, and the number of the bullocks alſo in a few days after were reduced near one fourth, and all the camels.

2ndly. Becauſe it is ſtated that 10 per cent. on this eſtimate is the Agent's profit, and 7½ is for the charges of ſalary and office, when in fact the charges at that time much exceeded the allowance for them; and now that the amount of the whole diſburſement is ſo much reduced by the fall of the price of grain, the ſale of near a fourth part of the bullocks, and all the camels, they will not be defrayed for much leſs than the whole of the commiſſion and allowances for office charges, given to the Agent by the Minute of the Council of the 4th March 1784.

3dly. This ſtatement of current rupees 3,800 per month, as the Agent's commiſſion of 10 per cent. is further erroneous, becauſe the ſum of 3,800 given in to the Military Paymaſter General,

as

as the probable eſtimate of the expence of feeding for February 1785, included the Agent's commiſſion; ſo that the ſtatement makes the agent to receive commiſſion upon his commiſſion.

4thly. An eſtimate of the probable monthly expence was an improper ground to calculate the Agent's commiſſion by, becauſe it was always uncertain; whereas the real expence of that or the preceding month's feeding might have been obtained, and this would have ſhewn the amount to have been conſiderably lower; viz.

February 1785, feeding 4,074 bullocks	-	24,316	7 10
142 camels	-	1,798	11 2
		26,115	3 -

10 per cent. on which is Ct. Rs. 2,611. 8. 3.

The agent therefore hopes ſuch remarks or alteration may be made in the above ſtatement in the public accounts, as ſhall prevent an idea ſo erroneous being conveyed home, as that the agent has at any time drawn a commiſſion upon feeding the cattle for his own profit, over and above the charges of conducting the buſineſs, to the amount of rupees 3,800 per month.

The preſent monthly expence of feeding 3,201 bullocks, to which number they are now reduced, at the medium rate of 4. 10, is Ct. Rs. 17.173. 12. and conſequently the agent's preſent monthly commiſſion of 10 per cent. is no more than 1,717,6; and even this ſum, by the decreaſe of the groſs amount of feeding the cattle, and the diſburſements continuing the ſame as formerly, is found to be nearly abſorbed in the Agent's charges; ſo inadequate are the allowances for office charges (ſince the late reduction to the Agent's real expences.

The Agent's emolument, therefore, can only ariſe from a profit of victualling, by the caſual advantages to be made by his purchaſes of grain, &c. and by ſuch reductions as he may it future be able to make in his expences.

I am,

Honourable Sir, and Sirs,

Your moſt obedient,

humble ſerrvant,

(Signed) CHAs. WILLIAM BLUNT.

Calcutta,
16th July, 1785.

Army Agent.

To the Honourable John Macpherſon, Eſquire, Governor General, and Council, Fort William.

Honourable Sir, and Sirs,

Being informed that certain orders of the Honourable Court of Directorsare likely to induce the Honorable Board to ſupercede the preſent agency for feeding the cattle, &c and to put that buſineſs into the form of a contract, open to a loweſt bidder, I humbly hope the indulgence of the Honourable Board to urge with all difference in behalf of the continuance of my office, That any orders of the Honourable Court of Directors reſpecting the late bullock contract cannot be conſtrued to apply to any agency which, not having exiſtence, could not be in contemplation at the time of making theſe orders; and that, however, appointed and adverſe the Orders of the Honourable Court of Directors may at any time have been to the ſaid bullock contract, it does by no means follow that the preſent agency, ſtanding upon a footing ſo entirely new, ſo different, ſo reduced in numbers and expence, and ſo general from abuſe by checks and controuls, ſhall appear equally abnoxious to cenſure and and reprobation, when the ſame ſhall be known and underſtood;

underſtood; and I humbly preſume further to ſay, that if no ſpecial order has been tranſmitted to the Honourable Board reſpecting the preſent agency, of which I am ignorant, it does not appear that they are called upon for this alteration: And it is fair to conclude that the Honourable Court of Directors are not averſe to the mode of conducting the buſineſs by agencies, ſince they have not, I humbly conceive, come to any general reſolutions againſt them, nor expreſſed any intention to alter the ſeveral important branches of buſineſs at this time conducted in that mode; and if ſo, it is alſo fair to conclude the Honourable Court of Directors will not object particularly to me, by which a neceſſary and important ſervice has been hitherto conducted without impeachment or blame, and by which the intereſt of the Company is ſecured and guarded.—But, Sirs, I humbly beg to ſay, as I conceive ſo far was the eſtabliſhing of the preſent agency from oppoſing or violating the orders of the Court of Directors reſpecting the Bullock Contract, that it was abſolutely a meaſure co-operating with, and carrying into execution the ſenſe of that Honourable Court, as reprobating that contract, and willing the ſame ſhould, if poſſible, be annulled; and it was the only means Goverment at that time had in their power to put an end to an evil ſo much, and probable with reaſon, cenſured and diſapproved.—How then, permit me to aſk, can it be agreed to be incumbent on the preſent Government to aboliſh that which was eſtabliſhed as a remedy for a preſſing evil—that which in itſelf has not appeared to be one, but on the contrary, is likely to anſwer every purpoſe intended by it; that againſt which no complaint is laid, and that which the Court of Directors, with full information reſpecting it, have not as yet thought proper to object to?—And there would ſeem a ſingular degree of hardſhip at this time in depriving the preſent Agent of this office, when the buſineſs is beginning to be conducted on terms ſo low, if not lower, than any contract can promiſe, and after ſtruggling through a year of difficulties—a year of famine, when it was not poſſible the oeconomy of the preſent Agency could be made to appear.

Therefore I humbly hope the Honourable Board will think fit the preſent agency may be permitted to ſtand, at leaſt till the effect of one year of plen ty may be ſeen, to centraſt with the late vear of ſcarcity—or till ſuch time as the Honourable Court of Directors ſhall have expreſſed their ſenſe of this matter.

I am,

Honourable Sir, and Sirs,

Your moſt obedient humble ſervant,

(Signed) CHAs. WILLIAM BLUNT,

Calcutta,
25th July 1785

Army Agent.

To the Honourable John Macpherſon, Eſquire, Governor General, and Council, Fort William.

Honourable Sir, and Sirs,

Having reaſon to apprehend the Honourable Court of Directors may remark, with ſurprize, that the expence of feeding the army cattle from March 1784 to April 1785, under the preſent agency, appears to be at a rate nearly as high as it was under the late contract, comparing the different Scales of the eſtabliſhment, and on this account ſuppoſe the agency to be ſome way defective in oeconomy and requiring alteration; I beg the Honourable Board will be pleaſed to advert to the enormous high priee of grain during the whole of the above period, as it is truly repreſented to the Board by a paper ſome time ago delivered to them, being a return of the price of grain at Cawnpore, for the year 1784; and I humbly beg the Honourable Board will be pleaſed to call upon the Military Paymaſter General or Commiſſary General, to certify whether the high rate of feeding the army cattle, during the ſaid period, has not been occaſioned by the ſaid high price and ſcarcity of grain; and whether it is not impoſſible, under the terms of the preſent agency, that any additional or different charges can be made in his bills by the agent, than what may ariſe from the advance of the price of grain, which is certified by the Commanding Officers;

and, lastly, whether the rate of feeding the army cattle during the month of April last, which begins the second year of the agency, and is the latest month for which the returns have been procured, and the bills made out, does not appear to be as low as rupees 3, 12 per month each bullock, at the cantonment allowance; and whether, if grain should continue falling, the expence will not of neceſſity be ſtill lower in the ſucceeding months.

I am,

Honourable Sir, and Sirs,

Your moſt obedient

Humble ſervant,

Calcutta, 28th July 1785. (Signed) CHAs. WILLIAM BLUNT,

Army Agent.

The Army Agent having requeſted that he might be allowed copies of the letters from Mr. M'Intoſh, they were made, and tranſmitted to him by the Board's orders.

Reſolved, relative to Mr. M'Intoſh's propoſals, that they be only recorded, as the board have not yet advertiſed for any relative to the bullock agency, &c.

The following letters, received from Major General Stibbert, are now recorded.

To the Honourable Warren Haſtings, Eſquire, Governor General, &c. Members of the Supreme Council, Public Department.

Gentlemen,

I beg leave to lay before you a letter which has been addreſſed to me by Lieutenant Colonel Duff, Commander of the Artillery, reſpecting the deficiency of drivers allowed by the late regulations for draft bullocks.

On my peruſal of the regulations for the agent, it was obvious to me that one driver to ſix bullocks was inſufficient; but I refrained from noticing it to the board, until the matter ſhould be repreſented to me by the proper officers. Had my opinion indeed been aſked, before the Board entered into the new engagement, I ſhould have given them ſuch information as might have prevented them from falling into this miſtake, and alſo have pointed out to them ſome other omiſſions.

By the late contract, as well as thoſe preceding it, there were allowed to every 12 bullocks, 1 ſirdar and 6 drivers, and I am convinced from my own experience that leſs will not ſuffice to manage draft bullocks, whether employed or not, ſince if unemployed they muſt be conſtantly practiſed, which they cannot be without a proper number of drivers. The number of drivers allotted may, as Colonel Duff ſays, anſwer for carriage bullocks, but there ſhould even to a certain number of thoſe be allowed a ſirdar, at leaſt one to every ſix drivers, the beheſty bullocks require no drivers, as the beheſty takes care of the bullocks.

In the reſolutions of the Board, transferring the feeding of the cattle from the Contractor to the Agent, no mention is made of the manner in which the caſualties among the bullocks are to be replaced; if by the agent, the terms on which he is to provide them ought to be ſpecified, as well as the ſize, age, and quality of the cattle to be admitted into the Company's employ, which ſhould, I think, correſpond with the rules preſcribed in the late contract, extract of which on theſe points I encloſe for your eaſy reference, as well as the articles relating to drivers.

I muſt

I muſt conclude this letter with obſerving that if great care is not taken in providing bullocks, as well as to ſupply caſualties as to be received in exchange for ſuch as are above the age fit for working, which by the laſt contract was fixed at 12 years, the cattle cannot be depended upon, and the ſervice muſt eventually ſuffer.

I have the honour to be,

Gentlemen,

Your moſt obedient,

humble ſervant,

Fort William,
8th April 1784.

(Signed) G. STIBBERT.

To Majpr General Stibbert, Commander in Chief.

Sir.

By the late regulations there is only one driver allowed to every ſix bullocks, this allowance may do for carriage bullocks, but is not ſufficient for draft cattle. I have not (for want of drivers) bullocks to drag a gun to the field of exerciſe, or to move a ſingle carriage from the park, nor for any other purpoſe whatever. I am therefore under the neceſſity of ſtating the matter to you, and to requeſt that I may be informed in what manner I am to be furniſhed with drivers, when it is neceſſary to employ the cattle in tranſporting the guns and ſtores. From the number of draught cattle at the Preſidency, one hundred are always kept on the Eſplanade or near the garriſon, for the purpoſe of tranſporting guns and ſtores to and from the arſenal, and to be ready on any emergency; the drivers have alſo been taken away from them in conſequence of the regulations.

You will readily ſee the neceſſity of having a proper number of drivers for the draft cattle, and I hope will take meaſures for their being furniſhed as ſoon as poſſible, as they are wanted every hour.

I have the honour to be, with great reſpect,

Sir,

Your moſt obedient,

and very humble ſervant,

(Signed) PATRICK DUFF,

Fort William,
April 6th 1784.

Lt. Col. Commanding the Artillery.

Extract from Mr. Croſte's late Contract for furniſhing draught and Carriage Bullocks for the Army.

" That every bullock, ſo to be provided either for draught or carriage, ſhall be at leaſt *twelve hands and an half*, or fifty inches, in height, above the age of 4 *years* and under the age of *ſix years*, and to be continued in the ſervice until the age of *twelve years*, and no longer.

" That

"That every carriage bullock ſo to be provided by him in purſuance of his covenant herein-
"before for that purpoſe contained, ſhall be of ſufficient ſtrength, power and ability to carry on
"his back a burthen of *one hundred and ſixty pounds weight*, excluſive of his pad; and that the
"draught bullocks ſo to be provided in manner aforeſaid, ſhall be of ſuch ſtrength, and capa-
"ble of ſuch work, as hereinafter is mentioned, that is to ſay, that *twenty-four* of ſuch bullocks
"ſhall be able to draw and accompany the ſaid army, on common marches, with a twenty four
"pounder gun, eighteen bullocks with an eighteen pounder gun, twelve bullocks with a twelve
"pounder gun, ſix bullocks with a ſix pounder gun, four bullocks with a three pounder gun,
"fourteen bullock with an eight inch howitzer, ten bullocks with a five and a half inch how-
"itzer, ſix bullocks with a four and a two fifths of an inch howitzer, fourteen bullocks with a
"common army waggon, and ten bullocks wirh a tumbril."

And it is hereby declared, covenanted, and agreed, by and between the ſaid parties to theſe preſents, That the *Commanding Officers of Artillery*, and the *Commanding Officers of Trains*, for the time being, under the *Commanders of the reſpective Brigades of the Army* of the ſaid United Company, ſhall be, and are hereby conſtituted and appointed *General Inſpectors and Examiners* of the ſame bullocks, and of each and every of them, with full power and authority for them the ſaid Officers reſpectively, under whoſe reſpective charge the ſame bullocks ſhall be placed, to inſpect and examine the ſaid bullocks, and afterwards to report to the *Commanding Officers of the reſpective Brigades* for the time being the full particulars of the ſame bullocks, and every of them, as to their and each of their fitneſs and apparent ability to perform the reſpective ſervice for which purpoſe they are provided. And in caſe the ſaid Inſpectors, or any or either of them, ſhall report to ſuch Commanding Officers or Officer as aforeſaid that ſuch bullocks ſo provided, or any or either of them, are or is unfit or incapable of the ſervice for which they the ſame bullocks have or hath been reſpectively deſigned and provided, that then and in that caſe the ſame bullocks or bullock ſo objected to ſhall be examined by *three other perſons*, that is to ſay, by one perſon to be appointed on the part of the *Commander in Chief*, one on behalf of the *Commanding Officer of the Train*, and one on the part of the ſaid Charles Croftes, his executors, adminiſtrators, or aſſigns, which perſons ſo appointed ſhall have full power and authority, and are hereby declared to have full power, licence, liberty, and authority, to try and examine all and every ſuch bullocks and bullock objected to, and either to deem fit and approve, or reject the ſame, as they, or any two of them, ſhall ſee proper; and in caſe the ſame bullocks, or any or either of them, ſhall be ſo rejected, the ſaid Charles Croftes, his executors, adminiſtrators, or aſſigns, ſhall within the ſpace of *twenty days* after any ſuch bullocks or bullock ſhall have been ſo rejected and diſmiſſed, find and provide, in the lieu and ſtead thereof, a like number of fit and proper bullocks, ſo always to make up and complete the numbers expreſſed in the covenant of the ſaid Charles Croftes, hereinbefore for that purpoſe contained.

That he the ſaid Charles Croftes, his executors, adminiſtrators, or aſſigns, ſhall and will furniſh and keep a *driver or keeper to every pair of bullocks, whether draught or carriage*, for the purpoſe of attending and keeping, loading and unloading the ſame bullocks, together with *one other perſon as a ſirdar or head man to every ſix drivers or keepers*, to oblige the ſame drivers or keepers reſpectively to a due diſcharge of their labour and duty; which ſaid drivers or keepers, and their ſirdars, or head men, ſo to be employed as aforeſaid, *ſhall be muſtered with the bullocks*, when and as often as the ſame bullocks ſhall be muſtered, and *a return be made of ſuch drivers or keepers, and ſirdars*, in like manner as ſhall be made of the bullocks.

True extracts.

(Signed) WILLM SCOTT,
Secy to the Commander in Chief.

To the Honourable John Macpherſon, Eſquire, Governor General, &c. Members of the Supreme Council, Public Department.

Gentlemen,

I beg leave to lay before you an extract of a letter from Colonel Ironſide, covering the copy of one to him from the acting agent for ſupplying cattle, &c. at Cawnpore, repreſenting the inconveniencies

conveniencies and difficulties to which the army would be reduced if obliged to move on a ſudden notice, for want of the full complement of drivers to the draught cattle,

I have already, in my letter to the Board of the 8th of April laſt, repreſented the inſufficiency of drivers allowed for the draught bullocks, to which letter I beg leave to refer them; and ſhall in addition obſerve, that if, as the agent apprehends, and which I firmly believe, any conſiderable number of drivers could not be entertained on a ſhort notice, much detriment and diſtreſs muſt ariſe to the ſervice, if the troops at the field ſtations ſhould be called into motion on any ſudden emergency.

I have the honour to be,

Gentlemen,

Your moſt obedient

Fort William,
23d February 1785.

humble ſervant,

(Signed) G. STIBBERT.

EXTRACT of a letter from Colonel Ironſide to the Commander in Chief, dated Cawnpore, 31ſt January 1785.

" The accompanying copy of a letter to me, from the Agent to the Contractor, I beg to refer " to your peruſal and conſideration; and to obſerve on it, that in the event of a neceſſity for " an immediate movement of the troops from this ſtation at any time, we ſhould be greatly " diſtreſſed on account of this article of bullock drivers, which I cannot believe it would ever be " the intention of the Board to retrench in the field, this camp having been always conſidered as " prepared to move, with all its appurtenances, at a ſhort notice. I beg therefore to be favoured " with your commands on this head."

A true extract.

(Signed) WILLIAM SCOTT,
Secr to the Commder in Chief.

To Colonel Gilbert Ironſide, commanding the 3d Brigade.

Sir,

I have been honoured with your commands of the 27th inſtant, communicated by Major Roberts.

I have had occaſion repeatedly to peruſe, and attentively to conſider, the Minute of Council, their Board of Inſpection, of the 4th March 1784, which conſtitute the agency for ſupplying and feeding the bullocks, and cannot diſcover that any diſtinction is made, or intended, between this and the other ſtation; nor indeed, by the letter of theſe Minutes, that any latitude, in point of time, is given for providing the full complement of drivers allowed on March. I have had occaſion to repreſent to the Agent the difficulties in which he might be involved from this cauſe; the injury on the one hand which the public ſervice might ſuffer, and of which the odium might fall upon him, from the impoſſibility likely to attend any attempts to complete the drivers on the very day of March; and the loſſes he might ſuſtain on the other, by the retrenchment of ſuch expences as he might neceſſarily incur, by entertaining them for any length of time in preparation; and I believe that the Agent has made ſome repreſentations on this ſubject to Government, but do not know that any alteration has as yet been made in conſequence.

In the event of a general movement of the troops at this ſtation, an additional number of three hundred and thirty-three drivers would be required; as this number could not poſſibly be ſupplied on the day of march, I ſhould conceive it neceſſary to begin to collect and entertain them, as a preparation, from the firſt notice I received of ſuch intended movement; but as I do not conſider myſelf as competent to decide how far this idea is conſiſtent with the ſpirit of the regulations, and as it is certainly contrary to the letter of them, I thought it neceſſary to addreſs you in the terms of my letter of the 24th, in conſequence of the brigade, after orders of the 23d. Had I entertained the extra drivers, in conſequence of my own ideas of the neceſſity ariſing from theſe orders, I might have expoſed the Agent to a very conſiderable loſs. Had you confirmed this idea, by giving me a particular order to collect and entertain them, it muſt have been clearly my duty to obey, and no retrenchment could have been incurred. Had I abided by the letter of the regulations, and taken no ſtep in the matter until the actual day of march, much inconvenience, and much detriment to the ſervice might have ariſen. This at leaſt was the light in which I ſaw it, and the motive of my application to you on the ſubject.

It is with extreme diffidence that I attempt giving my opinion, or advancing any thing which can bear the appearance of offering an opinion on point of ſervice. In obedience to your commands, however, it becomes my duty to obſerve, that to the beſt of my judgment and information, one driver is very unequal to the proper care of ſix bullocks, even in a ſtate of certain inaction, and when his duties are confined to feeding and tending them. Under the late contract, one driver was in all caſes allowed to two. I have had many converſations on the ſubject, during the three laſt years, with the different Artillery Officers in command at Futty Ghur, and here, and with other Gentlemen who have been employed on ſervice, and have invariably received it as their opinion, that although this proportion of one driver to two bullocks might be greater than what was abſolutely neceſſary merely for feeding and tending them, yet it was indiſpenſably neceſſary on ſervice; and that there was great propriety in keeping the number conſtantly complete, as it was of very great importance that the drivers ſhould have a certain degree of addreſs and alertneſs, which experience alone can give, in the different branches of ſervice on which they and the bullocks are employed. It is an obvious conſideration too, that men employed only for the day, on the particular occaſion, cannot be depended upon in any ſervice of danger and fatigue, as they want all the inducement which can excite perſeverance, or animate to reſolution and exertion, where they have at ſtake a piece of certain ſubſiſtence. Theſe conſiderations, however, I only preſume to hint at: it is more within my immediate province to obſerve, that from the enquiries I made in conſequenee of the after orders of the 23d, I had every reaſon to apprehend very conſiderable difficulty in ſupplying the extra drivers. How far this difficulty may have been connected with the preſent depopulated ſtate of this part of the country, from the late ſcarcity, or with the firſt urgency of the numerous private demands for extra ſervants, or to what degree it might have been found to exiſt, I cannot clearly determine. I do not wiſh to raiſe ideal difficulties; and whenever it becomes neceſſary, I ſhall ſpare no exertion to remove ſuch as may actually exiſt. All that I can at preſent ſay with preciſion is, that only one driver is entertained for ſix bullocks, agreeable to the regulations contained in the Minutes of Council of the 4th of March 1784; and that I do not, from my late experience, think it certain that I ſhould be able, by any poſſible exertions, to complete the complement at a ſhorter notice.

I have the honour to be,

Sir,

Your very obedient ſervant,

(Signed) G. W. LAWTIE,
Acting Agent Field Station.

Camp near Cawnpore,
28th January 1784.

A true copy.

(Signed) R. Roberts, Secy.

A true copy.

(Signed) William Scott,
Secy to the Commander in Chief.

Commander

Commander in Chief.

After having diligently ſought the beſt informntion on the ſubject, and having attentively weighed all that I have obtained, I am opinion, that, having a regard to the good of the ſervice, the bullock department may be better executed by contract than by agency; and I the more freely recommend to the Board to return to the mode formerly in uſe, from the conſideration that ſuch a meaſure will correſpond with the intentions of the Court of Directors.

This judgment of the preference due to the contract mode being adopted, it will remain to ſettle the terms; on which occaſion equal reſpect muſt be had to the liberal and unſtinted performance of a branch of the ſervice of the greateſt importance in a military view, and to an oeconomical ſettlement, as affecting the reſources or funds of the Company. On theſe grounds, it will doubtleſsly be deemed proper that the contract be an open one, although at the ſame time it be not underſtood to be entruſted to the loweſt bidder.—The reaſon for the Board's reſerving to themſelves a diſcretionary power, in determining on the eligibility of the ſeveral propoſals that may be tendered, is too obvious to need being ſtated.

(Signed) R. SLOPER.

Agreed, That the Commander in Chief's propoſition be adopted; and that an advertiſement be publiſhed in conſequence of it, limiting the time for receiving ſealed propoſals to the 15th October next.

EXTRACT of a Letter from the Governor General and Council, in their Secret Inſpection Department, dated 25th September 1785.

Par. 19. We beg leave to refer you to our proceeding of the 24th ultimo. for the peruſal of various letters addreſſed to us by the army agent, and Mr. William Mackintoſh, in reſpect to the proviſion and feeding of draft and carriage bullocks, and the victualling the army.

20. We have the honour to refer you alſo to the ſame proceedings, for a peruſual of a minute delivered in by the Commander in Chief, in which propoſes, that the ſervice of providing draft and carriage bullocks for the army ſhould in future be executed by contract: General Sloper was much influenced in this recommendation by a knowledge of your wiſhes, which have preſcribed this mode of performing the duties now executed by the army agent.

21. We agreed to the propoſition of the Commander in Chief; and an advertiſement has been publiſhed, requiring ſealed propoſals to be delivered in on or before the 15th October, by perſons willing to contract for this ſervice; but as the ſervice is of the firſt importance, and the due performance of it indiſpenſably neceſſary, we have concurred in opinion with the General, that we ſhall reſerve to ourſelves the power of agreeing to ſuch propoſals as we deem moſt advantageous to the Company, whether the ſame be or be not the loweſt propoſal; and we have publiſhed our intentions accordingly.

EXTRACT of the Proceedings of the Governor General and Council, in their Secret Department of Inſpection, &c. 1ſt November 1785.

The time limited by the advertiſement iſſued from this department on the 30th of Auguſt laſt, for the receipt of propoſals for the contract for providing draft and carriage bullocks for the army, and for victualling the Europeans on this eſtabliſhment, having expired on the 15th ultimo, the following propoſals were received by the Secretary, and are now opened.

rdered, That they be recorded in this place.

Honourable

Honourable Sir, and Gentlemen,

Having carried on the buſineſs of the Army Contract for a greaten number of years than any man ever did in this country I therefore preſume to offer propoſals for your conſideration. As you do not ſpecify any particular plan in point of feeding, I am at a loſs to know which you would chuſe to prefer, that one laid down by Sir Eyre Coote, and recommended by General Stibbert, or the mode adopted for Sir Charles Blunt, as the groundwork. Sir Charles Blunt's is ſo very defective, that at this preſent moment you cannot move the army for want of drivers: Ever ſince an army was in Bengal, it has been the invariable cuſtom in all contracts to ſtipulate one man for every two bullocks; by deviating from this rule, the Army Agent has found great difficulties, not being able to manage the buſineſs without conſtant complaints, he always complaining theſe conditions were impoſed on him; the allowance alſo for grain and ſtraw is ſo diminiſhed, that the cattle have been in a miſerable condition: You allowed for ſtraw contigencies, 7D. 7 quarter P. but you were obliged from his complaints to allow him 4 D. per month more in addition; this appears from your public order of the 16th July 1784. I therefore know of no better plan, than to ſubmit to your inſpection the one laid down by Sir Eyre Coote, and which has already been approved of by the Court of Directors, as per general letter dated 11th April 1781. When I propoſe Sir Eyre Coote's regulations, I mean only the fixed charges to ſubmit to your conſideration; the gram article I deduct altogether, as it will appear to your own judgment, that no fixed price, to include the whole, can with ſafety be adopted, it is by exerience we are taught. The contract having been carried on as an agency, and the charges fixed, the Board are now able to aſcertain, from that circumſtance, that no fixed ſum can be pitched upon to do juſtice to the Company, ſo at to regulate every ſtation in the army; in order to prove this, I beg to refer for one month, as charged by the Army Agent, received from the Commiſſary General for October laſt, viz.

		Bulks						Price per Bullock for one month.		
At the Preſidency	—	346	—	Coſt	1,897	15	5	—	5	7 9
At Berhampore	—	450	—	Do.	2,318	4	—	—	5	2 5
At Dinapore	—	280	—	Do.	1,775	15	5	—	6	5 6
At Chunar	—	355	—	Do.	2,318	6	11	—	6	8 5
At Cawnpore	—	1,100	—	Do.	10,322	12	3	—	9	6 2
At Futty Ghur	—	728	—	Do.	6,195	11	9	—	8	8 2
At Jaunpore	—	58	—	Do.	546	2	1	—	9	6 2
With Major Crawford	—	48	—	Do.	627	10	1	—	13	1 2

Thus you ſee, gentlemen, the prices vary according to the ſituation of the places; that it is impoſſible to do juſtice, either to the ſervice, or to the Company by a fixed price, to include the grain.

I now return to Sir Eyre Coote's plan; and I imagine ſome reſpect will be deemed due to an officer of his eſtabliſhed reputation, to whoſe ſervices and memory the Company have erected a ſtatue.

Sir Eyre Coote's plan.

	R.	A.
1ſt. Hire of the bullock per month — — —	2	8
2nd. Ropes, pads, and bridles — — —	1	—
3d. Deaths and rejection — — —	1	—
4th. 3 Seer gram per day, valued at 24 ſeers per rupee — —	3	12
5th. A ſirdar to every 12 bullocks — — —	—	8
	8	12

According

According to what I have ſaid, I now deduct the article of gram —		3 12
		5 —
As the Board have only allowed the preſent agent only 8 As. for ropes and ſaddles, I thereby deduct that difference —— ——		— 8
		4 8
If the Board deem it will not be hurtful to the ſervice, in denying a ſirdar, I agree to deduct this alſo — —		— 8
The whole amount is now	Sa Rs	4 —

I now come to explain for your information, the above articles:

1ſt. Hire for the bullock 2 Rs. 8 As,—This includes the driver's wages, one man to every two Bullocks, and five ſeer of graſs.

2d. Ropes, pads, and ſaddles.—This is very clear.

3d. Death and rejection.—The Contractor having agreed to take all the cattle, he becomes liable to have his cattle rejected as the Board may think proper; all loſſes and deaths, &c. are now ſupplied at his expence, whereas in the agency it fell on the Company.

4th.—As it is impoſſible to propoſe a plan that will do juſtice to the Company on this head, I mean to charge at the different ſtations, and produce the Commanding Officer's voucher for the truth of the price. As to the ſtipulated quantity of gram, that depends upon yourſelves to ſay; if you think the allowance ſtated by Sir Eyre Coote a proper fixture, or any other you think proper to adopt, I will follow it accordingly: The advertiſement does not ſpecify.

I have now ſtated fully all the conditions, and will ſtand to the determination of the Board upon any one of the articles ſpecified. I mean nothing more than that you will allow me a fair and honourable allowance for the final charges, and for theſe I will contract. The cattle are now 1 2½ hands high, which is 4 inches more than I ever ſaw in the ſervice; Sir Eyre Coote's regulations are 3 ſeer in cantonments, and 4 on ſervice in marching days; the way it is now conducted is certainly wrong, a ſmall inſignificant bheaſty bullock has 2 ſeer per day, and the cattle of 12½ hands high for the uſe of the train the ſame; now is this to be reconciled? If the Commander in Chief was to view theſe cattle, he would ſee the poor condition of the draft cattle, and the great difference in ſize compared to a bheaſty.

Sir Charles has always complained that the terms to the cattle were impoſed upon him: It was not the good of the ſervice that ſuggeſted the orders about the agency, the ſervice was weakened in order to give him 7½ per cent.—far better if he had had leſs commiſſion, and guarded the ſervice from ſuch dangerous innovations, in contradiction to the opinion of the two oldeſt officers on this eſtabliſhmens, Sir Eyre Coote and General Stibbert. I have heard that the Artillery Train of Hyder Ally was always kept by him in ſuch good condition, that upon being defeated no enemy was ever able to come up with him;—make me a fair allowance and I will engage the ſame.

As I have the ſame experience in managing the elephants as the bullocks, and as theſe animals were always annexed to the army contract, General Clavering proteſted againſt diſmembering this part of the contract, as introducing a new Contractor. What occaſion for all this unneceſſary expence? as I muſt have Agents and Sircars at every ſtation, I can afford to manage them at leſs expence. Now, Gentlemen, if you agree with me for the bullocks. I will engage to keep the elephants, ſupplying them in every article, as it is now found, at 65 rupees per month, the price now given to Mr. Ramus; that Gentleman charges the Company 1000 ſicca rupees for every elephant ſupplied in the room of thoſe that die. Now, in order to ſhow what I can ſave to the Company, I beg leave to preſent you with a liſt of elephants that have died for the 3 laſt years and a half.

Died in 1782	—	—		24
Ditto in 1783	—	—		43
Ditto in 1784	—	—		54
				121

Six months in 1785.				
January	— 2			
February	— 3			
March	— 3			
April	— 3			
May	— 9			
June	— 9			
	—23	—	—	23
				144

From this you will perceive the average loſs for the one year is 40 elephants: Now, Gentlemen, the firſt coſt is 40,000 rupees, and the new ones ſupplied is 40,000 rupees more, in all 80,000 rupees, caſh advanced in one year, and a dead loſs of 40,000 rupees per annum; all this I ſave by ſupplying at my own expence any that ſhall die. The contract does not expire till next year, but when it does, if you will cauſe them to be delivered over, I will engage to feed them for the ſame term of years that you allow me the bullocks. I have a right to offer my ſervices and experience when I can be uſeful to the Company.

I may ſay that by inattention to the perſons that have been made Contractors, the Company have ſuffered many loſſes; the laſt Contractor was ſo ignorant that he built houſes for his cattle, and he has been paid a conſiderable ſum of money; I deny this charge to be juſt, there never was ſuch a thing known in the ſervice; in the rains we raiſe the ground, an aſſent being made; the waters being drained off, and thus the cattle are kept.—Could it be expected, that ſuch men as Meſſrs. Charles Croftes, and John Fergusſon, immerſed in buſineſs, living in Calcutta, and never a ſingle day in their lives with the army, could know any better?

As my propoſals are in their nature ſuggeſtions to the conſideration of the Honourable Board, and perfectly open, I can only add, when I receive your determination, I will then give full ſecurity for what they ſhall demand of me:

I am very reſpectfully,

Honourable Sir, and Gentlemen,

Your moſt obedient

Humble ſervant,

Calcutta,
15th October 1785 (Signed) WILLIAM BERRIE.

Honourable Sir, and Gentlemen,

I will engage to victual the Europeans upon this eſtabliſhment at the ſame rates as now paid to Sir Charles Blunt, without the 7 per cent. commiſſion.

I will ſupply them in the ſame quantities of rice, meat, fire, wood, arrack. ſalt, and cutcherie pots, in the ſame manner in every reſpect as now furniſhed by the preſent Agent, Sir Charles Blunt;

Blunt; I will give full ſecurity for the performance, the moment I receive the Honourable Board's determination on my letter relative to the bullocks, of this day's date.

I am very reſpectfully,

Honourable Sir, and Gentleman,

Your moſt obedient

Humble ſervant,

Calcutta,
15th October 1785. (Signed) WILLIAM BERRIE.

To the Honourable John Macpherſon, Eſqui re, Governor General, &c. Council, Fort William

Honourable Sir, and Sirs,

The hazard and expence of a Contractor for furniſhing and feeding the army cattle, and victualling the troops, in time of war, muſt be admitted greatly to exceed what they are in time of profound peace; and as the chance or probability of war is a matter which cannot be reduced to any certan calculation, it will be neceſſary, in making propoſals to the board, to conſider apart on what terms a contractor can afford to undertake that ſervice, ſuppoſing the preſent ſtate of peace continue. The ſame argument holds good in equal degree with reſpect to ſeaſons of ſcarcity and famine, ſuch as was experienced during the laſt year; in which the coſt of the grain conſumed by the cattle, on a fair calculation, exceeded the ſum that gram would at this time coſt, no leſs than current rupees 76,575.

Setting aſide therefore the two events of war and famine, for which I ſhall propoſe a diſtinct proviſion.

I propoſe to furniſh army bullocks of the proper ſtandard, and feed them at the preſent cantonment allowance of two ſeers of gram per day, with one driver to every ſix bullocks, and one ſirdar to every forty bullocks, and provide ſtraw, pads, ropes, &c. at ſicca rupees 4. 10. per month each without the Provinces, and ſicca rupees 3. 14 per month each within the Provinces; the average of which is ſicca rupees 4. 4, as hereafter ſtated, extra gram and drivers, when on ſervice, to be charged as at preſent; this extra allowance of gram and driver cannot be brought to a fixed price, becauſe the proportion of time cattle may be on ſervice muſt be ever uncertain, and cannot poſſibly be calculated.

The reaſon for requiring a higher price for feeding the cattle without the Provinces than within is, that the price of grain without the Provinces always riſes higher and ſooner than within.

The calculation upon which the above propoſal is formed is as follows:

I ſuppoſe 34 ſeers for the rupee an average price of gram, and I believe it will be admitted without the Provinces, the average price is more likely to exceed than fall ſhort of that eſtimate; therefore ſay,

Two Callcutta bazar ſeers of gram per day each bullock, at 34 ſeers for the rupee	—	1	12
Straw, and (in times of plenty) ſomething towards charges	—		12
1-6th of a driver — —	—		10
1-40 of a ſirdar — —	—		2
Pads, ropes, bheaſty bags, and contingencies ——	—		8
		3	12
For the ſupply of decay of cattle, and caſualties, with intereſt of money for ſtock	—	—	8
Total, ſicca rupees	—	4	4

1 beg

I beg leave to remind the Board of a late offer made by a Mr. McIntoſh to feed the army cattle at cantonment allowance, for Sicca rupees 3. 10 per month each, beſides which he propoſed to receive 17 ½ per cent. commiſſion; which makes that offer in fact Sa Rs 4. 4, and the cattle provided by the Company: My offer, as above ſtated, at cantonment allowance, is alſo Sa Rs 4. 4, but the cattle provided by and at the riſk of the Contractor.

If the Board ſhall be of opinion, the number of drivers is inſufficient, any extra number they ſhall pleaſe to order will be charged, at the preſent rate of 3. 12 rupees per month the driver, and 5 rupees per month the ſirdar.

As it is probable at leaſt 1000 bullocks will be immediately wanted to replace thoſe which on ſurvey, from their great age will be found unſerviceable, I propoſe to have an advance for this purpoſe of 25,000 rupees; and for the re-payment of this ſum, and for the ſtock of cattle to be purchaſed by the Contractor, a reaſonable time to be allowed to pay for them by inſtalments, as the advantages of the contract ſhall enable him, ſay one half at the end of the firſt year, and the remainder at the end of the ſecond.

The Company to re-purchaſe the ſtock of cattle and other ſtores at the expiration of the contract; attention to be had to any improved ſtate the cattle may then be in, by the purchaſe of young ſtock; the generality of the preſent ſtock of cattle having been on ſervice 8 or 10 years probably before the expiration of the contract, the whole muſt be renewed.

The breaking-in carriages (the number in all but 18) to be delivered to the Contractor free coſt, he agreeing to re-deliver them at the expiration of the contract, but an allowance of Sa rupees 150 per annum each to be made him for repairs or replacing thoſe worn out. Theſe carriages having had no repair, and much hard ſervice, are now in but indifferent ſtate—They are of more uſe than the name implies, being made very ſtrong, and coſt new Sa Rs. 350 each.

The ſheds for the cattle alſo to be delivered to the Contractor free coſt, and an allowance for repairs of 2,000 rup^{s} per annum for the whole. The high winds have greatly damaged them. The ſame to be re-delivered at the expiration of the contract.

The Contractor to receive advances of money, and the regular payment of his bills to be provided for, and to be allowed to diſcharge in truſt upon his bills, if not paid within the month after delivered, as I cannot afford, upon the low terms offered, to lay out of my money, or to pay intereſt for money borrowed to carry on the buſineſs of the contract.

The Contractor to be free to feed the cattle with whatever ſpecies of grain fit for cattle he ſhall find cheapeſt and eaſieſt to be procured.

The Contractor to be allowed to graze ſuch cattle as may require it, when grazing is to be had convenient, without prejudice to the ſervice, and by permiſſion of the Commander in Chief; and for this purpoſe he hopes portions of ground may be allotted, where he ſhall have a right to graze cattle without moleſtation, as intended to be granted to the late Contractor.

In all reſpects, the Coutractor to be under the ſame checks, controuls, and regulations, as the late Contractor, and always ſubject to the orders and directions of the Commander in Chief.

The contract to continue one, two, or three years.

Additional propoſal, in caſe of war or famine: As the 34 ſeers for the rupee is eſtimated above to be a medium price of grain, between 24 and 44, and at which the above-mentioned allowances can be afforded;

I propoſe when the price of grain ſhall riſe to or above 24 ſeers for the rupee, which muſt be admitted in time of ſcarcity, that the contractor ſhall be allowed to charge one rupee per month each bullock extra; this price to be certified by the Commanding Officer, as at preſent; and in caſe

caſe of war, when every riſk is encreaſed to a Contractor as aforeſaid; I propoſe alſo to be allowed to charge one rupee per month each bullock extra during the war. This muſt appear the more reaſonable, if the Board will be pleaſed to conſider the conſiderable number of extra cattle it will be incumbent on the Contractor to provide, and to keep at all times in readineſs to ſupply the demands of the caſualties and loſs of cattle, within the time he is bound to provide for the ſame. The additional riſks in war are, the extraordinary wear of the cattle, the charge of the tranſportation of the grain from place to place, and the hazard of both from the enemy; but if the Board ſhall rather prefer a fixed rate for both theſe events of war or famine, I am willing to undertake thoſe riſks for one half the allowance above ſtipulated for them.

The above calculations, formed upon what is known to be the actual and neceſſary expence, I hope will convince the Board of the improbability of a due performance of this ſervice on lower terms than I have offered: Should propoſals be made on preſumption that the cattle may be turned out to graze at a diſtance from the ſtations, and without receiving their due allowance of grain, &c. or preſuming it practicable to let out the army cattle to work for hire or for their keep (as I have heard ſuggeſted) they mean what I conceive to be incompatible with the terms of the contract, and the nature of the ſervice, and what I humbly apprehend the Commander in Chief will not approve, nor the Commanding Officers never permit without ſuch approval.

The perſons I propoſe to the Board, and hope they will approve as ſecurities for my performance of the contracts, are John Wombwell, Eſquire, and George Neſbit Thompſon, Eſquire.

I am,

Honourable Sir, and Sirs,

Your moſt obedient,

humble ſervant,

Calcutta,
15th October 1785.

(Signed) CHARLES WILLM BLUNT.

Propoſal for Victualling the Army.

As it is well known, and generally allowed, that the terms on which the army has been victualled, are no higher than are adequate to the expence and trouble of that ſervice, and are barely ſo when the troops are on actual ſervice; and as this fact is particularly atteſted by a gentleman who claims experience and knowledge of the buſineſs, and who lately made propoſals to the Board for a retrenchment of the expence of the agency;

I propoſe to victual the European troops on the Bengal Eſtabliſhment upon the ſame terms as are allowed under the preſent agency, with this difference only, that inſtead of 7½ per cent. at preſent allowed for office charges, boats, ſervants, and all incidental expences, I propoſe only to receive 5 per cent. for the ſame.

(Signed) CHARLES Wm BLUNT.

Calcutta,
15th October 1785.

To the Honourable John Macpherſon, Eſquire, Governor General, and Council, Fort William.

Honourable Sir, and Sirs,

Conformable to your public advertiſement, and to all the articles and regulations contained therein, as well as to ſuch further orders as you may deem neceſſary to iſſue in future, I crave leave to propoſe to victual the bullocks allotted for the uſe of the whole army on the Bengal Eſtabliſhment, at the rate of 4 Sa Rs for each bullock, and to furniſh pack ſaddles, picket ropes, &c. without any additional expence to the Honourable Company. I further agree to purchaſe, at an appraiſement, the bullocks, and breaking carriages, the preſent property of the Honourable Company. Should the foregoing propoſals be honoured with your approbation, I beg leave to mention Meſſrs. Thomas Graham and James Grant, as ſecurities for the punctual performance of ſuch engagements as the Honourable Board may deem neceſſary to lay me under.

I remain with the utmoſt reſpect,

Honourable Sir, and Sirs,

Your very obedient and

devoted humble ſervant,

Calcutta,
27th October 1785.

(Signed) JAMES CHRISTIE.

To the Honourable John Macpherſon, Eſquire, Governor General, &c. Council, Fort William.

Honourable Sir, and Sirs,

Conformable to your public advertiſement, and to all the articles and regulations contained therein, as well as to ſuch further orders as you may deem neceſſary to iſſue, I crave leave to propoſe to victual the European troops on the Bengal Eſtabliſhment, at the preſent batta, or five Sonr rupees for each man within theſe provinces and ten Sonr rupees for thoſe without the provinces. Should theſe propoſals be honoured with your approbation, I beg leave to offer Meſſrs. Thomas Graham and James Grant, as my ſecurities for the punctual performance of ſuch engagements as the Honourable Board may deem neceſſary.

I remain, with the utmoſt reſpect,

Honourable Sir, and Sirs,

Your very obedient and

devoted humble ſervant,

Calcutta,
27th September 1785.

(Signed) JAMES CHRISTIE.

To the Honourable John Macpherſon, Eſquire, Governor General, &c. and the other Gentlemen of the Supreme Council.

Honourable Sir, and Gentlemen,

In conſequence of an advertiſement, inviting propoſals for feeding the Hononourable Company's draught and carriage bullocks, and camels, and for victualling the army, I do myſelf the honour

honour to ſubmit the following terms to your conſideration, viz. I offer to enter into a contract, for executing the duties of the preſent agency, according to the eſtabliſhment and regulations now in force, at the rates to which the agent is reſtricted, excluſive of the commiſſion; that is ſay, at 17½ per cent. under the preſent terms. And I offer to victual the army at the rates of the preſent agency.

I am likewiſe ready to offer the moſt unexceptionable ſecurity.

I have the honour to be,

Gentlemen,

moſt humble and

Calcutta,
15th October 1785.

moſt obedient ſervant,

(Signed) JOHN FARQUAR.

To the Honourable John Macpherſon, Eſquire Governor General, and Council, Fort Willliam.

Honourable Sir, and Sirs,

I take the liberty of ſubmitting to your Honourable Board the accompanying propoſals, for feeding the cattle, and victualling the Europeans of the Bengal eſtabliſhment.

I am confident that the terms are ſo low as will enable me to do juſtice in each branch; and I flatter myſelf that the Board may depend on my conducting the buſineſs with credit, for my own ſake.

On due conſideration of the particulars upon which my offer for feeding the cattle is grounded, I truſt you will find it every way reaſonable; the army cattle, from their great ſize. require at leaſt the quantity ſtated; and the price will, I think, be allowed to be a fair average, even in plentiful years. I beg alſo to obſerve, that few of the preſent ſtock of cattle, although at the time ſerviceable, will, at the end of the contract be fit for further uſe, to be received back from the Contractor; a conſiderable loſs muſt therefore ariſe on this account, as well as the loſs in replacing cattle, which will be great, as there is ſo large a proportion of bheaſty bullocks now on the eſtabliſhment, near 400, all of which will be replaced in the courſe of one year with freſh cattle, and many in ſix months; there will alſo be the natural decay of the draught and carriage bullocks, which muſt be kept ſerviceable at the expence of about one-ſixth part yearly; but upon the whole the expence attending the acceptance of my offer to the Company, will be much under the average rate of the preſent agency durir.g its exiſtence, excluſive of their being entirely relieved from all charge and riſk of ſtock, alſo having their accounts of the buſineſs rendered much leſs, troubleſome: I take this hazard upon me, from the favourable appearance of the enſuing crop, and peaceable ſtate of the Company's affairs.

I doubt not there will be lower offers made to your Honourable Board, but I will venture to ſay, that ſuch perſons are unacquainted with the expence and riſk attending a due fulfilment of the contracts, from the loſs and difficulties ariſing from the heavy advances neceſſary for carrying on the buſineſs, and eſpecially ſhould the cattle or troops be called on ſervice, when agents in the field muſt have unlimited credit.

Should a compariſon be drawn, with the expence attending cattle in the preſent ſtate of the eſtabliſhment, and what it was in the time of Mr. Graham's contract, Mr. Johnſon's, and Mr. Gruebar's, I ſhall only beg to obſerve, that the cattle were not ſtationed chiefly at Dinapore, the

the moſt plentiful ſpot in the country; at Berhampore and Calcuta muſters were ſeldom taken of them, and no determined ſize, as at preſent; the expence was conſtantly ſmall, as almoſt the whole of the cattle could then be ſent to graze, and few people were ſufficient for the charge of them; the nature of the preſent eſtabliſhment is widely different, where there are ſo many diſtant ſtations and detachments of cattle; where there are regular muſters, and no ſpare cattle that can be ſent to graze; and when theſe circumſtances, with their ſize are conſidered, a wide difference in expence, I doubt not, will appear to the board abſolutely neceſſary for keeping the cattle in proper condition: I have alſo been informed, that conſiderable deductions from the revenue, were then claimed by the Zemindars, and admitted, from the neceſſity that there was of preſſing cattle when troops were ordered for ſervice.

I am,

moſt reſpectfully,

Honourable Sir, and Sirs,

Your moſt obedient humble ſervant,

Calcutta,
15th October 1785. (Signed) JOHN FERGUSSON.

Mr. Fergusſon's Propoſals for victualling the Troops, and ſupplying Bullocks.

The victualling I will undertake as under the late contract or preſent agency, but without any charge or commiſſion.

I will alſo engage to furniſh and keep in proper condition the army cattle, with the preſent allowance of drivers, when not on ſervice, at Sa. Rs. 5; and the foundation of this offer I beg leave ſtating as under:

2 Calcutta baza ſeers of gram per day, at 35 ſeers per rupee		Rs. 1	12
1-6th driver		10	
1-40 ſirdar		2	
Pads, ropes, leathers, &c.		6	
Straw, and contingencies		12	
Proportion of charges for managmant, and compenſation		12	
Riſk of caſualties and wear of cattle, fluctuation of markets, advance of money, &c.		10	
Cantonment allowance		5	
When additional food and drivers are found neceſſary, I ſhall only require in proportion to the above, as under; 1 driver to two bullocks being then neceſſary, this will be an addition of			
2-6ths of a driver, or		1	6
1 additional ſeer of gram		14	
When on actual ſervice		7	4

The additional charges to be made on certificate, as under the agency; or, if the board deſire that one offer ſhould include the whole expence and riſk, I will at all times, on ſervice or otherwiſe, engage to furniſh what number of ſerviceable cattle may be required, with drivers, &c. as under the agency, at ſicca rupees 6 each per month. If either of theſe conditions are thought reaſonable, I will receive from the Company ſuch cattle of the preſent eſtabliſhment as ſhall be the

deemed fit for ſervice, on ſurvey, and at ſuch value as may be put upon them, paying for this ſtock in three half yearly payments, and taking upon me all riſks, except in caſes of forced marches and overloading, as expreſſed in the late contract; I will alſo replace ſuch cattle as may now be diſcharged at my own coſt.

I will ſubmit to every check and controul of Commanding officers, as under the late contract, reſpecting the fitneſs of cattle for ſervice, their drivers, and condition of accoutrements; but to be allowed to uſe the cheapeſt of the different kinds of gram fit for the cattle, as the prices vary at different ſeaſons.

The contract to continue for three years, and the ſtock, at the expiration of that time, again to become the Company's property upon ſurvey, as follows:

An equal number to what may now be delivered the Contractor to be received back, at the ſame valuation, and the ſurplus at the average of what thoſe cattle may coſt me, which are now to be replaced.

The breaking-in carriages are much uſed and valuable, their coſt being from 5 to 600 rupees each; theſe, with the ſheds and other buildings, now the property of the Company, ſhould be kept in repair: This, I think, cannot be done under 5000 rupees per ann. which may either be allowed me, or I will deliver in a bona fide account of the expence yearly, on a commiſſion of 15 per cent. for intereſt of money, &c.

I will alſo bind myſelf in ſuch penalty as the Honourable Board may require, for the due fulfilment of my engagements; and am allowed to offer as ſecurities for my conduct, Mr. Richard Johnſon and Mr. Joſeph Baretto, both of whom, I hope, will be agreeable to the Board.

Calcutta,
October 1785.

JOHN FERGUSSON.

To the Honourable John Macpherſon, Eſquire, Governor General, &c. Members of the Supreme Council.

Honourable Sir, and Sirs,

Public notice having been given that you have been pleaſed to reſolve, that the ſervice of providing and feeding draft and carriage bullocks for the uſe of the army ſhall be executed by contract, and that you will receive ſealed propoſals for the ſame on or before the 15th October next, I beg leave to be a candidate, and will contract to provide bullocks on the terms of the late contract, and feed, &c. bullocks for five ſicca rupees per month for each bullock, on the terms of the Reſolutions eſtabliſhing the preſent agency, independent of the commiſſion of 17 ½ per cent. allowed for agency; to be ſubject to the ſame rules and regulations as therein ſpecified, or ſuch other regulations as may be deemed neceſſary for the good of the ſervice, for the term of one, two, or three or more years, provided the Company will take the whole number of bullocks, ſo furniſhed by the contractor at the rate of 15 ſicca rupees each bullock, if he holds the contract for one year only; and at 12 ſicca rupees each bullock, if two years; and at 10 ſicca rupees, if three years; but if in caſe the contract is granted for four years certain, without any reduction in the preſent eſtabliſhment of bullocks, then, and in that caſe, the Contractor will keep the bullocks as his own property, without any conſideration from the Company; and for the due performance of which Lieutenant Colonel Allen Macpherſon, and Captain John Macintyre, will become ſecurity for me.

Theſe terms I am convinced from experience (having been Agent to the laſt Contractor to the Army, and having acquired a knowledge in the detail of that buſineſs) are as low as any man can undertake to do it, ſo as to be enabled to do juſtice to his employers and the public ſervice, which is my determination to do; I therefore hope, ſhould my propoſals be the loweſt, and appear to be the moſt advantageous for the Company, that they will meet the approbation of the Board.

I have the Honour to be,
Honourable Sir, and Sirs,
Your moſt obedient and moſt humble ſervant,

Calcutta,
10th October 1785.

(Signed) WILLIAM MACKINTOSH.

To the Honourable John Macpherſon, Eſquire, Governor General, &c. Members of the Supreme Council.

Honourable Sir, and Sirs,

Public notice having alſo been given, that you will receive ſeparate propoſals for victualling the army by contract, to be executed by the ſame perſon that contracts for providing and feeding Draft and Carriage Bullocks, I am likewiſe willing to contract to victual the army for one, two, three, or more years, on the terms of the late contract, being convinced from experience that it cannot be done for leſs; and for the due performance of which Lieutenant Colonel Allen Macpherſon and Captain John Macintyre will be my ſecurities.

I have the Honour to be,

Honourable Sir, and Sirs,

Your moſt obedient and

Moſt humble ſervant,

Calcutta,

10th October 1785. (Signed) WILLIAM MACKINTOSH.

To the Honourable John Macpherſon, Eſquire, Governor General, &c. Council of Fort William.

Honourable Sir, and Sirs,

In conſequence of the advertiſement lately publiſhed in the Calcutta Gazette, by authority of your Honourable Board, we beg leave to offer the following propoſals for ſupplying the army on the Bengal Eſtabliſhment with Draft, Carriage, and Beaſtie Bullocks.

We are willing to take ſuch of the Company's bullocks as may be deemed fit for the propoſed ſervice, agreeable to an appraiſement, as pointed out by your Honour, &c. Council, but at the ſame time beg leave to ſubmit to your candour the propriety of a perſon or perſons on our part being conſulted in their valuation at the different ſtations; and that at the expiration of the contract which we may engage in, it be made a condition with any future Contractor, or in any Agency that may hereafter be eſtabliſhed, that the bullocks ſhall be taken off our hands according to the ſame mode, and ſoliciting that you will be pleaſed to extend the time of payment for them to a diſtant day, which we ſhall eſteem a particular indulgence.

We have many reaſons for wiſhing to decline entering into engagements for a ſhorter time than three years, during which we will engage to furniſh ſuch a number of draft and carriage bullocks as may be required, equal in ſize, abilities, and equipment to thoſe you formerly contracted for, and always ready for your ſervice in the field, able and well trained, being paid for them at the fixed ſtations at the rate of five Sa Rs and twelve annas each bullock, agreeable to the annexed eſtimate for a peace eſtabliſhment.

	R.	A.
For Gram, 2 Sr p. day, at 24 Sr p. rupee — —	2	8 —
Pads, Buckets, Ropes, &c. — — — —	—	8 —
1-ſixth of a Driver — — — —	—	12 —
Straw — — — — — —	—	9 —
1-fortieth of a Sirdar — — — —	—	2 6
Reſponſible Agents, Sircars at the ſtations —	—	8 —
Uſe of the cattle, repairs of carriages and buildings —	—	12 6
Total ſicca rupees	5	12 —

When marching we requeſt to be paid for the additional gram thought neceſſary to be ordered; and for the extra drivers, according to the above rate, thoſe on a peace eſtabliſhment not being equal to the care of the cattle when in motion.

On

On a war eſtabliſhment, we will contract for 8 ficca rupees each bullock, to be ſupplied with one driver to every two draft bullocks, one to each beaſtie bullock, and a ſufficient number of drivers for the carriage cattle, to feed, load, and keep them together.

We will agree to ſuſtain all accidents and loſs, by death or enemies, ſave only when occaſioned by marching more than eight coſs in twenty-four hours, or by being compelled to load them with a greater weight than 160 pounds, excluſive of the beaſtie's accoutrements.

We will keep in repair ſuch breaking-in carriages and buildings as are thought neceſſary, and deliver them at the expiration of the term in as good repair as the company ſhall now deliver them to us in, as well as ſupply reſponſible agents to receive the orders, and obey all the neceſſary commands of your officers of the ſeveral ſtations of Futty Ghur, Cawnpore, Chunar, Berhampore, and Calcutta, and proper ſircars at thoſe places where it is thought requiſite.

To aſſiſt us in grazing our cattle, we beg to be ſupplied with a piece of ground at or near each ſtation, on leaſe, for three years; and in conſideration of all the above ſtipulations being performed on our parts, we hope the Honourable Board will grant us thoſe indulgencies which were judged neceſſary for the good of the ſervice in the late contract; ſuch as eſcorts when on ſervice, advances for ſurplus of cattle in caſes of exigency by a ſudden loſs, &c. &c.

A further ſecurity than the parties contracting being required by your Honours for the performance of the contract, we beg leave to propoſe Bendabur Dutt, an inhabitant of Calcutta, where he has ſufficient landed property to render him reſponſible.

Being fully impreſſed with the ſenſe of what will become our duty, if favoured by the choice of your Honourable Board, as well as of the importance of our engagement to the public ſervice, we beg leave to aſſure you of our utmoſt attention to the faithful and punctual diſcharge of our truſt in every point in which we can be conſidered as reſponſible.

We will ſupply the Europeans in the army on this eſtabliſhment, with good wholeſome proviſions, and rum or arrack, fire-wood, ſalt, and pots, in the manner engaged for by the late contractor, in conſideration of receiving their batta, and in all points conformable to the terms of the late contractor; for the due performance of which we offer as a collateral ſecurity the ſame perſon.

We are,

Honourable Sir, and Sirs,

Your moſt obedient

and humble ſervants,

Calcutta,

14th October, 1785

(Signed) R. S. PERREAU.

EDMUND BENGOUGH.

To the Honourable John Macpherſon, Eſq. Governor General, &c. Supreme Council.

Honourable Sir, and Sirs,

Having ſeen an advertiſement in the Calcutta Gazette, under date of the 30th of Auguſt laſt, ſtating the Honourable the Governor General and Council had been pleaſed to reſolve that the ſervice of providing and feeding draft and carriage bullocks for the uſe of the army on this eſtabliſhment ſhall be executed by contract, and that your Honours will alſo receive propoſals for victualling the army on this eſtabliſhment, to be executed by the ſame perſon; and having been employed many years on the coaſt in the management of the bullocks, and proviſions of the army, to the ſatisfaction of the Governor and commanding officer there, as appears from extracts of their letters on records, which are to be found in the accompanying addreſs to the Honourable the Court of Directors, and to which I requeſt your Honours, &c. will be referred;

I have

I have now the honour to propoſe to provide and feed draft and carriage bullocks for the uſe of the army on this eſtabliſhment, to allow them the preſent ſtipulated quantity of grain, ſtraw, &c. &c. and an additional number of drivers, to aſſiſt in keeping them accuſtomed to the burthen and draft, ſubject to the terms of the ſaid advertiſement, and to ſuch checks and orders, as are now in force, or may be determined on hereafter, at the rate of four rupees each bullock.

The contractor ſhould attend perſonally at the ſeveral ſtations, to ſee ſuch regulations and checks eſtabliſhed as muſt effectually enſure juſtice to the men, the cattle, and the ſervice, otherwiſe it will be impoſſible to prevent either the bullock drivers from eating of the gram or doll of the bullocks, or the principal banian and his people from with-holding part of the allowance from animals who cannot remonſtrate. I mention this not as information, but that your Honours may infer, that if I am to be contractor, I ſhould attend to this duty myſelf, as indiſpenſably neceſſary to enable me to produce the bullocks fit for ſervice on the ſhorteſt notice.

I ſhall now name Lall du Lall, and Kiſſen Churn Byſack, men of eſtabliſhed reputation and property in Calcutta, ſecurities for the faithful performance of the propoſals I have had the honour to make.

I have the honour to be, with the moſt perfect reſpect,

Honourable Sir, and Sirs,

Calcutta, Your moſt obedient and moſt humble ſervant,

15th October 1785. (Signed) THOMAS PARKISON.

Mr. Parkiſon begs leave to remark, that four horſes of the turkiſh caſt would draw a ſix pounder, and twenty rounds of ammunition in the limber box, being about ſeven hundred and fifty pounds, and a tumbril with one hundred rounds of fixed ſix pounds ſhot, about the ſame weight, allowing two horſes to the gun, and two to the tumbril. That according to the preſent regulations it requires ſixteen bullocks to perform that duty, which if exchanged for horſes would leſſen the length of the artillery line of draft cattle three-fourths, and keep up with light infantry in taking any advantage over an enemy that might offer, when bullocks muſt be left behind, on occaſions where expedition is required. If Mr. Parkiſon is ſo happy to ſucceed in his propoſals, and a plan of exchange of horſes for bullocks ſhould be approved of, he would chearfully undertake it, without any advantage to himſelf, or on ſuch terms as Government may think proper to adopt.

To the Honourable John Macpherſon, Eſquire, Governor General, &c. Supreme Council.

Honourable Sir, and Sirs,

I have taken the liberty to communicate to your honours, by addreſs of this date, propoſals for furniſhing and feeding draft and carriage bullocks; and your Honours having been pleaſed to reſolve to receive propoſals for victualling the army on this eſtabliſhment, to be executed by the ſame perſon, I have the honour to propoſe to furniſh every article of proviſions, &c. to the men, which they were entitled to by the late contractor, or are now entitled to by the preſent regulations, ſubject alſo to the terms of the advertiſement of the 30th of Auguſt laſt, and to ſuch checks and orders as are now in force, or may be determined on hereafter; and in conſideration thereof to receive the batta or half batta of the men as payment in full; and for my faithfull performance of this engagement, I propoſe the ſame ſecurities I have mentioned to your Honours in my letter of this date, Lall du Lall, and Kiſſen Churn Byſack.

I have the Honour to be, with the greateſt Reſpect,

Honourable Sir, and Sirs,

Calcutta, Your moſt obedient, and moſt humble ſervant,

15th October 1785. THOMAS PARKISON,

Ordered,

Ordered, That the foregoing propoſitions be circulated to the different Members of the Board with an abſtract for their opinions on them.

JOHN MACPHERSON.
RD SLOPER.
JOHN STABLES.
CHA' STUART.

EXTRACT of Proceedings of the Governor General and Council, in their Secret Department of Inſpection, 14th November 1785

Read and approved the proceedings of the 8th inſtant. The Secretary, in obedience to the Board's orders paſſed at a former meeting, circulated the ſeveral propoſals that had been received for providing and feeding draft and carriage bullocks, and victualling the Europeans of the army.

Read again the ſaid propoſals, which are recorded on the proceedings of the 1ſt inſtant.

Read the following letters from Sir Charles Blunt:

To the Honourable John Macpherſon, Eſq. Governor General, &c. Council, Fort William.

Honourable Sir, and Sirs,

In the letter to the Board, containing my propoſals for the contracts for providing and finding the cattle, and victualling the army, having mentioned my deſire to be allowed to charge intereſt, if the bills for victualling and feeding ſhould not be paid within one month after delivery; leſt the Board ſhould object to eſtabliſhing a precedent of this kind, I humbly beg you will be pleaſed to underſtand me to mean no more than a requeſt for that indulgence, if the Board ſhall think it reaſonable and proper; by no means intending it ſhould be underſtood as an abſolute condition of my propoſals. And I beg to obſerve, that if the regular payment of the bills is provided for, as I have ſtipulated may be, the above condition would be nugatory and unneceſſary.

I am,

Honourable Sir, and Sirs,

Calcutta,
24th October 1785.

Your moſt obedient humble ſervant,

(Signed) CHA' Wm BLUNT.

To the Honourable John Macpherſon, Eſq. Governor General, &c. Council, Fort William.

Honourable Sir, and Sirs,

Being informed that one of the propoſals given in to the Board for the contracts for providing and feeding bullocks, and victualling the army, contains expreſſions highly reflecting upon the ſtate of the cattle, I beg leave to oppoſe to ſuch miſrepreſentations, and preſent to the Board the accompanying copies of letters, from the late Commander in Chief, Major General Stibbert, Colonel Ironſide, Colonel Blair, Colonel Eyres, Colonel Duff, Major Crawford, and Captain Polhill, bearing honourable teſtimony to the proper conduct of your agent, and his ſervants, and the good and ſerviceable ſtate of the cattle.

I humbly ſubmit to the Board, that the ſtock of cattle having been in general eight or ten years in the ſervice, and for theſe laſt two years on reduced allowances, without a recruit of young ſtock to ſupply the decayed and unſerviceable, it does no ſmall credit to the agency, that the condition of the cattle is ſtill ſuch as is certified.

I am,

Calcutta, Honourable Sir, and Sirs,

14th November 1785. Your moſt obedient humble ſervant,

(Signed) CHAS WM BLUNT,

Army Agent.

Sir Charles William Blunt, Army Agent.

Sir,

I have received your letter of the 4th inſtant, expreſſing your deſire to obtain from me ſome teſtimony of my approbation of your conduct, whilſt acting as Agent for feeding the army cattle, &c. In reply, I have to inform you, which I do with pleaſure, that the buſineſs during your Agency was conducted much to my ſatisfaction, and, I believe, to the good of the ſervice, ſince I never received the ſmalleſt complaint of any neglect or defect, except what aroſe from the deficiency of drivers allowed for the cattle, and which I more than once repreſented to the Board.

I have the honour to be

Fort William, Your moſt obedient humble ſervant,

5th of September 1785. (Signed) G. STIBBERT.

To Sir Charles William Blunt, Bart. Contractor for the Army.

Sir, Cawnpoor, January 1785.

I have received your public letter of 27th ultimo. Conſidering how well the buſineſs of your contract is conducted at this ſtation, to the preclusion of all complaints from the Commanding Officer, and that no repreſentation has ever been made to me during my ſervice in this quarter, of deficiency or impoſitions of any kind, in feeding or loading the cattle, nothing ſurely could ever be more unapplicable to the real ſtate of the caſe, both in ſubſtance and expreſſion, than the tenor of your addreſs to me. Beſides the indecorum of informations being received through any other channel than that of the Commanding Officer, your informer of the bad condition of the cattle here has, I can aſſure you, Sir, moſt egregiouſly impoſed upon you.

At the expiration of every month a ſtrict ſurvey is taken, by the officers of the artillery, of the draft and carriage cattle, whoſe ſafety and reputation depend on their good condition; and an artillery ſerjeant is always appointed to inſpect their feeding. With reſpect to thoſe called beaſty, they are under the care of the ſeveral Quarter Maſters, than whom there are no Gentlemen in the army have fairer characters, and more incapable of ſordid actions, or of inattention to this as well as every other part of their duty. In a climate ſultry as this is, the work of the beaſty bullocks muſt of courſe prove laborious; but that they are ever unneceſſarily employed, or unneceſſarily burthened, is, I am perſuaded, a miſ-report. To be ſatisfied, however, I have iſſued a public order, for an extraordinary ſurvey to be taken of the beaſty cattle, and of the ſize as well as weight of their buxhalls, which all over the country are, I believe, of ſimilar dimenſions, being the hides of two oxen, one placed on each ſide of the beaſty bullock; and the common oxen of this country, the ſkins of which are uſed for this purpoſe, do not often differ in ſize. Did I not, Sir, conclude your letter as merely circularly, I ſhould have been reduced to the neceſſity, in conſequence, of ſoliciting the Commander in Chief for a public enquiry into the conduct of the officers who are directed to ſurvey or ſuperintend the cattle

cattle attached to my command; but as I cannot conceive any reflection intended, where no cauſe has been given for it, I ſhall cloſe the ſubject with an aſſurance, that no caution will be wanting on my part for the care of your cattle; and not from civility alone to the contractor, but becauſe my own reputation, as well as my own ſecurity, and that of the whole detachment, in a great meaſure depend upon their ſtrength and capacity for ſervice.

With perfect conſideration and regard,

I am, Sir,

Your moſt obedient humble ſervant,

(Signed) G. IRONSIDE,

Colonel.

To Sir Charles Blunt, Army Agent.

Sir,

I have been favoured with both your letters, of the 7th of December 1784, and 10th inſtant, enquiring after the condition of the cattle, and the conduct of the people employed by you at this ſtation. I have no difficulty in declaring, that I have always found the draft and carriage bullocks belonging to the Company at this ſtation in high order, and fit for immediate ſervice.—Alſo, that I am fully ſatisfied, that the people employed by you have done all manner of juſtice to the cattle, in feeding, exerciſing, and attending them.

I have the honour to be,

Sir,

Berhampore,

14 March 1785.

Yours, &c.

(Signed) WILLIAM BLAIR,

Colonel 1 Brigade.

Sir, Dinapore, 8 January 1785.

I am favoured with your letter of the 27th December; in anſwer to which I have to aſſure you, that no complaint has gone from me of the bad condition of the cattle at this ſtation, further than the remark made upon the returns, which you are by no means accountable for. A few of the bullocks are ſo old as to be quite worn out, and can never be fit for any ſervice Thoſe under the ſtandard, upon my taking the command here, I enquired particularly how ſuch cattle came to be produced at muſter, and had a very ſatisfactory account from the Contractor's Agent, that they were left here by different detachments, and originally came from the troops who had been employed in the Decan. Your Sircars tell me, they have given poſitive orders to give the bullocks the full allowance, and they aſſure me it is given to them. It is true, they do not look pampered; but if they had double the quantity of grain, it would be the ſame, for the ſeaſon is very ſevere; and the cattle lying out in the hard ground, in the cutting wind, with want of ſtraw (which is not to be got) makes them appear in a worſe condition than they really are. In the rains I allowed them to go about 12 coſs off to graze. At preſent I believe they get ſome cut ſtraw. The burthen of a beaſty bullock was always the ſame as it is now; and ſince I have been in the ſervice, it has been a general remark, that they were the fatteſt and beſt cattle, owing to the attachment of the man to the beaſt that was his conſtant companion, who took care he ſhould always have his full and proper allowance. It is the cuſtom of the army, in large camps or cantonments, for a good non-commiſſioned officer of artillery to be appointed bullock ſerjeant, who is to ſee the cattle get the quantity of grain, &c. and at proper times this perſon is placed there by the commanding officer, as a check upon the contractor.

I will

I will with great pleaſure comply with your requeſt, in appointing a perſon to inſpect the conduct of your Sircars. It would be neceſſary, that you ſhould give a ſerjeant ſo employed 10 or 12 rupees per month.

I have the honour to be,

Sir,

Your moſt obedient humble ſervant,

(Signed) GEO. B. EYRES,

Lieut. Colonel.

To Sir Charles Blunt, Agent to the Army.

Sir,

I have received your letter, requeſting to have a ſerjeant appointed to ſee that the cattle receive their full allowance of grain, &c. agreeable to the regulations and the orders you have given to the Sircars. I am ſatisfied it is your wiſh that the cattle ſhould have their full allowance, and will order proper perſons to ſee that juſtice is done to them; but I do not think it right to fix any non-commiſſioned officer for that particular duty, as it will only give the Sircars a greater opportunity of cheating the cattle.

I am, Sir,

Yours, &c.

PATRICK DUFF,

Lieut. Col. Commanding the Artillery.

To Sir Charles Blunt, Army Agent.

Sir,

I am favoured with your letter of the 27th ult. relating to the cattle attached to my corps; in reply, I have to acquaint you, that ever ſince the commencement of your agency, I have directed a certain number of the gun Laſcars to ſee that they are properly fed, and attended daily; and as they are in excellent order, I have no room to ſuppoſe that they are defrauded of their food. This method I ſhall continue to obſerve; and I ſhall alſo take care that the beaſty cattle are not overloaded, according to your deſire.

I have the honour to be,

Sir,

Your moſt obedient ſervant,

Jelda,
4th January 1785. (Signed) JAMES CRAWFORD.

Sir, Camp, Nonparrah, 12th January 1781.

I have received your favour of the 27th ult. and have now the pleaſure of expreſſing my ſatisfaction at the good condition the cattle are in which you have placed with the corps under my command. The Sircar, I believe, has in every reſpect done juſtice to them; and I generally cauſe them to be fed near the park of artillery, that one of my ſerjeants may ſee them get their food.

food —If you have any other directions to give, regarding their feeding, &c. &c. it ſhall be attended to, as it would give me the greateſt pleaſure if I can be in any manner of aſſiſtance to you.

I have the honour to be,
Sir,
Yours, &c.
(Signed) T. POLHILL.

The Board having taken into conſideration the ſeveral propoſals delivered in for feeding and providing the draft and carriage bullocks of the army, and victualling the Europeans, are of opinion, that the propoſals received from Sir Charles Blunt are upon the whole the moſt advantageous to the Company, and that the terms thereof are as low as the due performance of the duty required would enable any one to offer; they alſo take into conſideration that Sir Charles Blunt is well informed, from the late experience in the buſineſs which he propoſes to execute, and the ampleſt teſtimonies have been received from the commanding officers of the good condition of the cattle which have been maintained under his direction. The Board obſerve alſo, that Sir Charles Blunt's propoſals are the loweſt propoſals that have been delivered in by any ſervant of the Company.

The Board, influenced by theſe conſiderations, reſolve to accept the propoſals offered by Sir Charles Blunt, on a ſuppoſition that the preſent ſtate of peace may continue, and that there may be no ſeaſon of ſcarcity and famine during the continuance of the contract, which is to laſt for one year; the Board reſerving to themſelves the option of continuing the contract to Sir Charles Blunt or not, for two Years longer, as they may judge proper.

In either of the events of war or famine happening before the expiration of Sir Charles Blunt's engagement, the Board will take into their conſideration ſuch further arangements as may be neceſſary, and grant him ſuch a compenſation as may be agreed on, for the additional riſque and expence which he will incur on theſe accounts.

Agreed, That Mr. John Wombwell, and Mr. George Neſbit Thompſon be accepted as Sir Charles Blunt's ſecurities for the due performance of his contract.

Ordered, That Sir Charles Blunt be informed of the Board's intention not to pay him in advance; but that his bills are to be audited by the Commiſſary General, before they are preſented for payment.

Reſolved, That the commander in chief be requeſted to iſſue the neceſſary ſubſidiary orders for carrying the Boards's reſolves, in regard to the army contract, into execution, at the time at which its operation is to commence, viz. 1ſt of December next.

Ordered, That the Company's Attorney do prepare the contract with Sir Charles Blunt, in conformity to theſe reſolutions.

Ordered, That the Military Paymaſter General do prepare, and lay before the Board, a comparative ſtatement of the expence of the agency under Sir Charles Blunt, and of the probable expence of this contract now agreed on, for one year.

EXTRACT of Letter from the Governor General and Council, in their Secret Department of Inſpection, dated 9th January 1785.

Par. 3. We have already acquainted you that we had, in conformity to the recommendation of the commander in chief, publiſhed an advertiſement requeſting ſealed propoſals to be delivered to us for performing the ſervice of providing and feeding the draft and carriage bullocks for the army, and victualling the Europeans on this eſtabliſhment; reſerving to ourſelves the power of agreeing to ſuch as we might deem moſt advantageous to the Company, whether theſe might or might not be the loweſt propoſals.

Par. 4. The ſeveral propoſals which were made to us in conſequence of our advertiſement, appear on our proceedings noted in the margin.

5. After very mature deliberation, we reſolved to accept the propoſals which were offered by Sir Charles William Blunt, who had performed the buſineſs by agency for two years before; for we were unanimouſly of opinion, that his propoſals were upon the whole the moſt advantageous to the Company, and that his terms were as low as the due performance of the duty required would enable any one to offer.

6. We were further influenced on our determination to accept Sir Charles Blunt's propoſals, by a conſideration of his experience in the buſineſs, and by the teſtimonies which he produced to us from the commanding officers at the different ſtations of your army, of the good condition of the cattle which had been maintained under his direction. Theſe were ſo ample and ſatisfactory, tha we could not entertain a doubt in regard to the ability of Sir Charles Blunt, and his attention to this very important branch of your ſervice.

7. The propoſals offered by Sir Charles Blunt, and accepted by us, are thoſe which he made to us, on a ſuppoſition that the preſent ſtate of peace might continue, and that there might be no ſeaſon of ſcarcity or famine during the exiſtence of his contract, which is to laſt for one year; an option being left to us of continuing the contract to Sir Charles or not for two years longer, as we may think proper.

8. In either of the events of war or famine happening before the expiration of Sir Charles Blunt's engagements, ſuch further arrangements are to be made as may appear neceſſary on theſe accounts, and ſuch compenſation as may be agreed on is to be made to the contractor, for the additional riſque and expence which he will conſequently incur. A copy of Sir Charles Blunt's propoſals is tranſmitted a number in the packet.

9. From a comparative ſtatement not received, which has been prepared by the Military Paymaſter General, of the expence of the late agency, and the probable expence of the contracts now agreed on for one year, it appears, that the adoption of the latter mode of conducting the buſineſs will enſure an annual ſaving to the company of rupees 21,101. 1.

EXTRACT of Letter from the Right Honourable the Governor General and Council, in their Secret Department; dated 11th November 1786.

MILITARY.

Par. 82. In conſequence of your former orders on the ſubject of the proviſion of draft and carriage bullocks for the uſe of your troops on this eſtabliſhment, and victualling the European part of the army, propoſals for performing theſe ſervices were advertiſed for on the 30th of Auguſt 1785, and a contract for the ſame was reſolved to be given to Sir Charles William Blunt; on the terms of that contract the ſervice is now ſupplied. It commenced on the 1ſt of December 1785, and was to laſt for one or three years, at our option. Sir Charles Blunt's propoſals, and the minute accepting them, did not ſtate that the contract ſhould continue for two years after the 1ſt December 1786, unleſs notice of the contrary were given to the contractor; but in the draft of the contract prepared by the Company's attorney (it being deemed neceſſary that ſome proviſion ſhould be made to this effect) it was propoſed that the contract ſhould be extended to the 1ſt December 1788, unleſs notice ſhould be given in writing to Sir Charles Blunt, within nine months after its commencement, that it ſhould ceaſe and determine on the 1ſt December 1786.

83. As the period of nine months from the commencement of the contract had elapſed before the draft of it came under our final conſideration, we determined to inform Sir Charles Blunt of our intention to give him notice, that his contracts with the Company would ceaſe and determine in three months after the 1ſt of next December.

84. Sir Charles Blunt has ſince addreſſed a letter to us, copy of which attends you a number in the packet; repreſenting, that by his propoſals, which were accepted, his contract was to be ſubject to the ſame regulations, checks, and controuls, as were expreſſed in the former contract; and he conceives, that by receiving no notice of the intention of Government of its being to

to ceaſe on the 1ſt December 1786, he might reaſonably expect to hold it to the 1ſt Day of December 1788, no reaſonable objection being made to the terms of it, which were acknowledged to be moderate.

85. Sir Charle's Blunt's addreſs to us was alſo accompanied by very honourable teſtimonies from Major General Stibbert, Colonels Ironſide and Sir John Cnmming, and Major Mill, of the good ſtate of the cattle during his late agency; and the Advocate General, to whom we referred the queſtion of law, reported, that there could be no doubt that if the draft of the contract had been executed in time, the Board would not have had an option of diſſolving it in three months from the 1ſt of December next, nor before the 1ſt of December 1788.

86. Under theſe circumſtances, and as it did not become us to take advantage of an omiſſion of form, or delay of execution, which could be attributed to no fault in Sir Charles Blunt, we have (in conformity to an opinion expreſſed by the Governor General) acquieſced in the application made by Sir Charles Blunt, that his contract ſhould be continued to the 1ſt December 1788.

87. Lord Cornwallis has taken up this contract as he found it, and allowed its extenſion, for the reaſons already ſtated; but his Lordſhip's determination is immoveable, not to grant new contracts but to the faireſt bidder, with reſponſible ſecurities, and in conſequence of public advertiſement.

EXTRACT of Bengal Conſultations of the Year 1776, relative to a Propoſal for feeding and providing Elephants for the Company's Uſe; alſo, Copy of the Contract entered into for that Purpoſe, by the Governor General and Council, with George Templer, Eſquire.

EXTRACT of the Proceedings of the Board of Inſpection, the 10th October 1776.

THE Secretary lays before the Board the ſeveral propoſals which have been received for the army contract, in conſequence of the publication made from the general department, on the 1ſt of Auguſt; which being opened, are found to be from the following Perſons.

To the Honourable Warren Haſtings, Eſquire, Governor General, &c. Council of India.

Honourable Sir and Gentlemen,

An advertiſement having been publiſhed, that propoſals will be received of conditions for ſupplying the army with proviſions and bullocks, and for feeding the Honourable Company's elephants and camels, we beg leave to offer the following propoſals.

When the troops are in the field, we will engage to furniſh every man with one pound of beef or mutton, a pound of bread or a ſeer of rice, two drams of good Batavia arrack, forty of which drams ſhall be equal to one gallon, wine meaſure; alſo fire wood, ſalt, pots and pans, in conſideration of our receiving the full batta of each man, when the troops ſhall be in garriſon or cantonments. We will ſupply each man with proviſions as above ſpecified, one day, and with drams the other day, alternately, on condition of receiving half his batta. The proviſions ſhall be the beſt procurable, ſubject to the inſpection of the commanding officer and ſurgeons of the army. In caſe it ſhould not be poſſible for us to procure proviſions, we will engage to pay the men, in money, at viz. on failure of meat, one third of his batta; on failure of bread or rice, one third; and on failure of drams, one third. All ſervants ſhall be paid by us; the Honourable Company being liable to nothing more than the payment of our monthly bill

bill, at the above rates. We will engage to keep capable deputies with every detachment, who ſhall conform themſelves to the above articles. The Honourable Company is to pay us ten ſonaut rupees, to be accounted 11 per cent. better than current rupees, for the victualling of each man, per month, when the troops are in the field; and when the troops are in garriſon or cantonments, the Honourable Company ſhall pay us five ſonaut rupees, at the above exchange, as the troops are then only to receive proviſions one day, and drams the other, alternately.—The commander of the army, and of every detachment, ſhall furniſh a ſufficient eſcort for conveying proviſions to the camps, and ſuch ſafeguards, when they are arrived in camp, as the nature of the ſervice will admit. Our bill, being duly certified by the Commiſſary, ſhall be paid immediately, or at fartheſt within the month; and it ſhall be in our option to have it paid, either at the place where the army or detachment may be, or elſe at Calcutta.—We will engage, on receiving timely notice, to provide and keep ſuch numbers of draught and carriage bullocks as ſhall be required for the ſervice, both for the army, and for all detachments which may be ordered; and that the Preſident and Council, or the commanding officer of the detachment, ſhall have the power to diſcharge any part of thoſe bullocks, on giving us one month's notice. Should the army, or a detachment, be in ſuch parts of the country where proper bullocks for the ſervice cannot be procured, which circumſtance will oblige us to ſupply them from a great diſtance, in ſuch caſe the Honourable Company ſhall agree, that all bullocks ſo provided, ſhall be muſtered by the commanding officer and commiſſary, where they ſhall firſt arrive; and that we ſhall be allowed to draw payment for the ſaid bullocks, from the day of their having been ſo muſtered.—We will engage that the carriage bullocks ſhall be able to carry each one hundred and twenty pounds: That the draught bullocks ſhall draw as follows: eight for a ſix pounder, ten for a braſs twelve pounder, twenty-four for an iron eighteen pounder, which ſhall weigh from forty to forty-four hundred weight, and ten with a howitzer tumbril. No bullocks ſhall be received into the ſervice till they have been approved by the commander of the troops or detachment, the commandant of artillery, and the commiſſary of muſters, as fit for ſervice; and the Honourable the Preſident and Council ſhall be empowered to diſmiſs monthly, ſuch bullocks as ſhall be reported by the above perſons to be unfit for ſervice.—We will engage to feed and provide all attendance for ſuch elephants and camels as the Honourable Company may keep in their camps.—We will engage to keep with each detachment, as well as with the army, proper deputies to receive and obey all orders from the commanding officer, which may be agreeable to this contract; which deputies ſhall be approved of, and give ſecurity that they ſhall not engage in trade. The Honourable Company ſhall pay us at the rate of ſonaut rupees three, eleven annas, and four pice, for every draught bullock, and ſonaut rupees three, ſeven annas and ſix pice, for every carriage bullock which ſhall be employed, and ſonaut rupees two, and thirteen annas for every carriage bullock which ſhall be in the ſervice, and not employed, on this ſide the river Caramnaſſah; and at the rate of ſonaut rupees five, ſix annas, and eight pice, for every draught bullock, and ſonaut rupees three, and fifteen annas, for every carriage bullock which ſhall be employed beyond the Caramnaſſah; ſonaut rupees forty-four, for the feeding and care of every elephant employed, and ſonaut rupees thirty-five, if not employed within the provinces; and ſonaut rupees ſeventeen for the feeding and care of every camel per month.—Whenever the roads ſhall be very bad, or the bullocks fatigued by forced marches, and thereby diſabled carrying or drawing the weights abovementioned, it ſhall not be deemed a breach of contract; theſe circumſtances being certified by the commanding officer: The commanding officer ſhall allow eſcorts to camp, and a ſufficient ſafeguard for them when they are there. Our bills, when duly certified, ſhall, at our option, be paid either at the place where the army or detachment may be, or at Calcutta, immediately on their delivery, or at fartheſt in thirty days after.—We ſhall have the excluſive privilege of felling arrack as cuſtomary. We are willing to give ſuch ſecurity as hath been uſual with former contractors.

We have the honour to be, with the greateſt reſpect,

Honourable Sir, and Gentlemen,

Your moſt obedient humble ſervants,

J. FRASER,

PHILIP DELISLE.

Patna,
19th September 1776.

To

To the Honourable Warren Haſtings, Eſquire, Governor General, and the reſt of the Gentlemen of the Supreme Council of Fort William.

Honourable Sir, and Sirs,

Agreeable to your advertiſement for receiving propoſals to victual the Honourable Company's ſoldiers, and to provide and feed the draught and carriage bullocks, and feed the elephants and camels, I beg leave to offer the following terms.

To victual the Europeans at ten ſonaut rupees each man per month, receiving proviſions and drams every day; and at five ſonaut rupees per month, receiving proviſions and drams alternately.

Within the provinces.	Draught bullocks, at ſonaut rupees						3	2	—
	Carriage ditto, not employed						2	10	—
	D° —— d° —— employed						3	2	—
	Elephants not employed						33	—	—
	Ditto employed						40	—	—
	Camels						15	8	—
Without the provinces.	Draught bullocks, at ſonaut rupees						5	4	—
	Carriage d°						3	13	—
	Elephants						42	—	—
	Camels						16	—	—

I have the honour to be, with great reſpect,

Honourable Sir, and Sirs,

Your moſt obedient humble ſervant,

Fort William,
the 29th September 1776.

(Signed) JOHN BAYNE.

To the Honourable Warren Haſtings, Eſquire, Governor General, &c. Council at Fort William.

Honourable Sir, and Sirs,

In conſequence of the publication iſſued by your orders, for the receipt of propoſals to victual the army, and to ſupply it with bullocks, I beg leave to preſent ſuch for your conſideration.

You will, on a compariſon with the preſent terms, find mine ten per cent. leſs, and I believe I may venture to ſay, I have reduced the prices to the loweſt, ſo as to do juſtice to the Honourable Company in the performance thereof; and, as I truſt, it will appear in that light to you, Gentlemen, I take the liberty to requeſt you will indulge me with the contract for 2 or 3 years; this view has induced me to be ſo very low in the prices of every article.

I preſume, Sirs, the granting the contract for a longer period than one year, may prove of benefit to the Company, for it will certainly be a means of inſuring to them the beſt bullocks and proviſions, as likewiſe ſecure to them, a ready ſupply of either upon extraordinary emergencies; which the very quick change of the contractors upon the preſent footing of *one year* may render precarious, when it is conſidered, that at the commencement of the contract, he has every article to provide—and the riſk of not having the contract a ſecond year, will neceſſarily make him cautious of not overſtocking himſelf, which he would leſs regard, if the contract ſhould be granted to him for the period I have mentioned. The Company can be no ſufferers by the extenſion of the time, but moſt likely gainers, from the low terms I offer, for I believe I may venture to affirm it cannot be undertaken for leſs.

I have not made advantage ſo much my view, as convincing my Honourable Employers of my deſire to render them all the ſervice in my power, in whatever ſtation I may be worthy of their employ: and permit me to give my aſſurances, that if you are pleaſed to honour me with

the contract, I will exert my endeavours to do them every juſtice, and acquit myſelf to your ſatisfaction.

Whatever ſecurity is neceſſary I will give, and comply in all reſpects to your publications.

I am, with reſpect,

Honourable Sir, and Sirs,

Your moſt obedient, humble ſervant,

Fort William,
30th September 1776. (Signed) NICH^{s} GRUEBER.

PROPOSALS for Victualling the Army, and ſupplying it with Bullocks by Contract.

Soldiers.	on full Batta — —			a.	R^{s}.	10	—	—	each man.	
	To be allowed 1lb. of meat, 1lb. of bread or one ſeer of rice, each man, and 2 drams of arrack, at 40 drams to the gallon, with ſalt, firewood, pots and pans.									
Ditto.	on half batta — —			a.	—	5	—	D°	—	D°
	To be allowed meat one day, and liquor the next.									
This Side of the Caramnaſſah.	Draft bullocks on ſervice		—	a.	—	3	7	—	each bullock.	
	Ditto d° not on ſervice		—	a.	—	3	5	—	d°	— d°
	Carriage d° on ſervice	—	—	a.	—	3	3	—	d°	— d°
	Ditto d° not on d°	—	—	a.	—	2	9	6	d°	— d°
The other ſide.	Draft d° —		—	a.	—	5	—	—	d°	— d°
	Carriage d° —		—	a.	—	3	10	—	d°	— d°
	Elephants on ſervice	—	—	a.	—	40	—	—	each	
	Ditto not on ſervice	—	—	a.	—	32	8	—	d°	
	Camels on ſervice	—	—	a.	—	16	—	—	each	
	Ditto not on ſervice	—	—	a.	—	15	—	—	d°	

30th September, 1776. (Signed) NICH^{s} GRUEBER.

To the Hon. Warren Haſtings, Eſquire, Governor General, &c. Council of Fort William.

Honourable Sir and Gentlemen,

In conſequence of your public advertiſement, for propoſals for contracting to furniſh the army with draught and carriage bullocks, and to victual the Europeans, I beg leave to lay the following before you.

To provide and feed draught and carriage bullocks, and feed elephants and camels, on the following terms, monthly.

Within the province.	Draught bullocks employed —	a.	ſonaut R^{s}	—	3	9	—
	D° — not employed		—	—	3	6	—
	Carriage bullocks employed		—	—	3	5	8
	D° — not employed		—	—	2	8	9
	Elephants — employed —		—	—	44	—	—
	D° — not employed		—	—	34	—	—
	Camels —		—	—	15	—	—
Without the provinces.	Draught bullocks employed —	a.	ſonaut R^{s}	—	5	3	—
	Carriage d° —		—	—	3	12	—
	Elephants —	—	—	—	44	—	—
	Camels —	—	—	—	15	—	—

To victual the Europeans at 10 ſonaut rupees each man per month, receiving proviſions and drams every day; and at 5 ſonaut rupees per month, receiving proviſions and drams alternately.

I have

I have ſtated a difference in the draught and carriage bullocks employed, and not employed, on account of the additional number of drivers and other attendants which they require, when employed on the moſt trifling occaſion, or, for the ſhorteſt ſpace of time.

I have ſtated the rates for elephants at the loweſt poſſible; but in caſe of actual ſervice, as it will be morally impoſſible to maintain them in good condition upon ſuch ſlender allowance, I truſt to your Honourable Board making me ſuch conſideration as ſhall ſeem moſt proper to you.

I have the honour to be,

Honourable Sir and Gentlemen,

Your moſt obedient humble ſervant,

Calcutta,
October 1, 1776.

(Signed) FRED. WILSON.

Honourable Sir, and Sirs,

The army contract for the ſucceeding year being now the ſubject of your conſideration, I beg leave to offer propoſals, with ſome trifling deviation from the uſual mode of contracting, which I hope will be found for the intereſt of the Honourable Company, and I hope will all meet with your approbation.

The footing on which the contract for feeding the Company's elephants now exiſts, will, I doubt not, appear (though at cheaper rates than they were formerly) to be attended with very great loſs to the Honourable Company.

The contractor being obliged to feed, and ſupply them with ſervants and drivers, at ſo low a rate as 45 ſonat rupees per month, puts it out of his power to give that care and attention which they require; and the death of an elephant, though conſiderable to the Honourable Company, no way affects his private intereſt. In ſupport of this argument, I beg leave to ſtate the following fact, viz. that of thirty-nine elephants that arrived at Patna, in June 1775, fourteen died before the brigade marched, and nine on the road to Belgram; ſo that of the whole number ſixteen only remain.

The expence of the ſupplies of elephants purchaſed to keep up the eſtabliſhment, ſince the year 1774, has amounted to upwards of ſeventy thouſand rupees; notwithſtanding which heavy expence the Company have now only thirty-ſeven elephants alive, and the eſtabliſhment in the field is ſeventy elephants, which would all be required was there any real ſervice.

I would therefore, provided the Honourable Board ſhould conceive it to be for the intereſt of the Company, propoſe a ſufficient monthly allowance being made, to enable me to ſee proper care taken of the elephants, to take upon myſelf the riſque of all caſualties, and to engage to keep up the eſtabliſhment to the full number which ſhall be delivered over to me, at my own expence; and in caſe this alteration in the mode of contracting meets your approbation, I would engage to compleat, at my own expence, the eſtabliſhment of elephants in the field, provided the contract ſhould be in being for three years; and alſo to furniſh the other articles of the army contract at a cheaper rate than have hitherto been by any former contractor.

I herewith ſubmit to your conſideration a copy of my propoſals; and have the honour to be, with the moſt perfect reſpect,

Honourable Sir, and Sirs,

Your moſt obedient

Humble ſervant,

Calcutta,
1ſt October 1776.

(Signed) GEORGE TEMPLER.

PRO-

PROPOSALS for victualling all the European Troops.

First, I do engage, when the troops are in the field, to furniſh every man with one Pound of beef or mutton, one pound of bread or one ſeer of rice, and two drams of good Batavia arrack or rum, of the quantity of forty drams to the gallon, with ſalt, firewood, pots, and pans, as uſual, on receiving for the ſame their full batta; and when in Cantonements or garriſon, I engage to find each man with proviſions one day, and drams the other, as before-mentioned, alternately, on receiving for each man his half batta.

Secondly, The ſaid proviſions of every ſort ſhall be the beſt that can be provided, according to the opinion of the commanding officer and the ſurgeons of the army.

Thirdly, In caſe it ſhould ſo happen, at any time, that any of the articles of proviſions ſo agreed for ſhall not be procurable, I do then engage to pay the men in money, in lieu thereof, at the following rate, viz. in failure of meat, one third of the contract rate; in failure of bread or rice, one third; and in failure of drams, one third of the contract rate.

N. B. All riſques of loſſes by enemies, and all charges whatever, except the contract bill, to be at my expence; and thoſe articles reſpecting a capable deputy, eſcorts, and the payment of the bills to be as in former contracts.

(Signed) G. TEMPLER.

PROPOSALS for a Contract for the Draft and Carriage Bullocks and Camels of the Army.

First, I engage to keep up and provide ſuch a number of draught and carriage cattle as may be wanted, ſubject to the ſame reſtrictions as have been made in former contracts.

Secondly, When any bullocks ordered to be provided, ſhall arrive at any of the ſtations of the brigade, they ſhall be muſtered, and pay drawn for them, from the day of their being ſo muſtered.

Thirdly, I engage to find and feed every draught bullock, employed with the brigade, on the other ſide the river Carrumnaſſa, on being allowed ſonaut rupees five, and eight annas, for every bullock ſo employed; and for every carriage bullock ſo employed on the other ſide of the ſaid river, ſonaut rupees four per month; and for every camel ſo employed, ſonaut rupees fourteen per month.

Fourthly, I engage to find every draught bullock, that may be employed on this ſide the Carramnaſſa river, for ſonaut rupees three, and ten annas; and for every carriage bullock ſo employed, three and ſix annas; and for every camel, ſonaut rupees thirteen, when employed on actual ſervice, on this ſide the ſaid river.

Fifthly, I engage to find every draught bullock that may be kept on this ſide the ſaid river, and not employed, for ſonaut rupees three, and ten annas; and for every carriage bullock not employed ſonaut rupees two, and twelve annas, and every camel not employed, ſonaut rupees twelve.

N. B. Thoſe articles reſpecting a ſufficient deputy, eſcorts, payment of bills, fatigues of bullocks, and breach of contract, to be in every reſpect as in former contracts.

(Signed) G. TEMPLER.

PROPOSALS for the keeping and feeding the Elephants of the Army.

First, I will engage, under any penalty the Honourable Board thinks proper, that, provided ſuch an eſtabliſhment of elephants as are thought ſufficient for the camp equipage of one brigade, are delivered over to me in good health, and fit for ſervice, on receiving the ſum of ſonat rupees ſeventy for each elephant employed on ſervice out of the provinces on the other ſide of the

the river Carrumnaſſa; I will be anſwerable to replace at my own expence, every elephant that may die during the time my contract may be in being; alſo, to feed and find every elephant one driver, and two people to take care of him, with ſaddles and every thing requiſite, free from any other charge or expence whatever.

Secondly, That at my own expence I will find, in addition to the firſt eſtabliſhment, for every brigade, three elephants, which ſhall always be ready for ſervice in every reſpect, in caſe of accidents; theſe to be no charge whatever to the Company.

Thirdly, Provided it ſhall be thought neceſſary to complete a brigade with elephants in the provinces, I then, on receiving ſonat rupees ſixty for each elephant on actual ſervice, will, as above, keep up the firſt eſtabliſhment, and replace others in caſe of death.

Fourthly, That every elephant that may be kept on this ſide the Carramnaſſa, and not employed, I will keep for ſonat rupees fifty-five per month, and replace others in caſe of death.

Fifthly, That every elephant ſhall carry five common marques, with tent, poles and pins complete; but ſhould the ſervice be ſuch as to require the elephants carrying additional loads, or by forced marches they die under their loads, in that caſe not to be deemed a breach of contract.

Sixthly, provided the Honourable Board will let the contract remain in being for three years, I will, at my own expence, complete with elephants the brigade in the field immediately, or as ſoon as elephants can be procured for that purpoſe; or, ſhould any elephants be purchaſed by the Company for that purpoſe, I will take ſuch elephants, paying the original coſt.

Seventhly. At the expiration of the contract, I engage to deliver over to the ſucceeding contractor ſuch a number of elephants as I received from the Company, in compleat order, and fit for immediate ſervice.

(Signed) G. TEMPLER.

Eſtimate of the expence, ſuppoſing the Company to purchaſe their elephants, and feed them, agreeable to the old plan, for a complete brigade, excluſive of all caſualties.

	Sicca Rup
For feeding 70 elephants, at 45 ſonat rupees per month, is for one year — —	37,800
For compleating the eſtabliſhment with 13 elephants, expence of feeding them to Belgram, allowing 1500 rupees for each — — — —	19,500
Total for one year—	57,300

Eſtimate of the expence, ſuppoſing the contractor to complete, at his own expence, the eſtabliſhment of one brigade, and at his own riſque replace others, in caſe of death.

For feeding ſeventy elephants in the field, at ſeventy rupees per month, for one year — — — — —	58,800	
For which deduct the price of thirteen elephants, to be paid the Company	19,500	
		39,300
Sonaut Rupees—		18,000

The difference in favour of the laſt propoſal is 18,000 rupees, and at the end of three years the brigade will be compleat, free of any other expence to the Company.

(Signed) G. TEMPLER.

Ordered, That the Secretary do abſtract the terms of theſe propoſals, and lay the ſame before the Board.

Read alſo the following letter from the attornies of the army contractor.

To the Honourable the Governor General and Council.

Honourable Sir, and Sirs,

The unexpected advertiſement of Auguſt laſt, and the diſtance of Mr. E. A. Johnſon from the Preſidency precluding him the common advantage of throwing in his claim, reduces us to take the liberty of addreſſing you in his name.

And we beg leave to ſubmit the following conſiderations to your determination, for the continuance of the contract to him, upon the preſent footing.

1ſt. In general, all objects conſtantly advancing to any one point, muſt neceſſarily at one time arrive at the *ne plus ultra* deſired. As in this particular inſtance the annual tender of the army contract was obviouſly intended to reduce the rate of the articles to the loweſt pitch they could poſſibly be adminiſtered at, this period may now, in the ſtricteſt juſtice, be deemed attained, being that when it will barely pay, with the moſt attentive œconomical management, and afford a ſimple ſubſiſtence for the reſponſible conductor. That lower propoſers are yet to be found, is no proof againſt the aſſertion; for while a money bag (whatever the term annexed) is held out, plauſible adventurers will not be wanting to attempt an encounter with it, who having nothing to loſe, run no riſk. This ſhadow of an argument then ſet aſide, we will beg leave to advance the following ſtatement, as a ſtrong preſumption in ſupport of our aſſertion.

In 1767.

	Draught Bullocks.	Carriage Bullocks.	Elephants.	Camels.
Within	— 6 8 —	4 5 4	60	30
Without	— 8 5 4	5 8 10		

In 1776.

Within	— 3 12 —	3 8 —	45	17 8
Without	— 5 8 —	4 — —		
Unemployed	— 3 12 —	2 13 4	35	

How much higher the firſt contract was, we are uninformed, and therefore do not ſtretch our argument as far as it might be; and if (as moſt probable is the fact) the firſt contract was eſtabliſhed as a ſaving, upon a narrow inveſtigation of the value of the articles, at a time when every thing in the country was cheaper than now, and that upon ſuch an eſtimate it is now evidently, by the above ſtatement, reduced almoſt one half, we may with the beſt-grounded preſumption aſſert the ultimate limited decreaſe attained.

The inexpediency of the public ſervice of a conſtant ſucceſſion of new ſervants and agents, and of removing a truſt repoſed in an approved ſervant, of an eſtabliſhed reſponſibility, will ſurely be admitted, not to mention the attachment of the troops (whoſe ſatisfaction is doubtleſs no trivial object in matters they are ſo nearly concerned in) to old ſervants, and prejudice to new, the effect of which has not ſeldom proved of material conſequence.——Thirdly, and laſtly, we will beg leave to urge the peculiar hardſhip that a preſent change will throw upon our conſtituent, reſulting from unavoidable and unforeſeen events, which, from his zealous diſcharge of his truſt, have accumulated loſſes upon him; and hence, with all ſubmiſſion, claim the indulgence of his employers, in allowing him to continue in the time of the harveſt, having gone through the labour of tillage, and to repair by their favour what he has ſuffered in their ſervice.

When he firſt tendered his ſervices, and undertook the taſk, it was upon a probability of the permanency of the ſtations that the reſpective corps then occupied, conſequently upon a calculation of the markets of theſe fixed ſtations. But no ſooner had he cloſed the agreement, than it was found expedient that every part of the army ſhould be interchanged. The motions of all bodies, whether military or others, have at all times, and in all countries raiſed the price of proviſions at every ſtation in their progreſs; beſide the additional expences, riſk, and actual loſs by tranſport: all this (which was ever reckoned the loſing part of the contract) he has ſuffered, and

and more than in a common degree, by his zeal in the ſervice; and now that the troops are moſt probably fixed for a period, another would reap the fruits of his labour, and deprive him of his only hopes of compenſation; this ſurely will be admitted as a real hardſhip. Unwilling to trouble you longer, we ſuppreſs what further might be urged; and, craving pardon for the time already treſpaſſed upon, we reſt in forward hope, that the *ne plus ultra*, or final limited reduction of the contract being eſtabliſhed, that the private and public benefit of continuing and ſupporting an old approved ſteward, in lieu of hazarding new adventurers, being conſidered; and laſt, that by an opportunity of ſhewing juſtice and deſerved indulgence to an individual of that ſociety, whoſe welfare the powers of this government are ever exerted to promote, being hereby afforded;—we cannot doubt that theſe objects united, will actuate the juſtice, candour, and humanity of your Board, to agree to our ſolicitations.

We are,

Honourable Sir, and Sirs,

Your moſt obedient and moſt humble Servants,

(Signed) R. JOHNSON,

PAGE KEBLE,

JOHN PETRE.

Attornies for the Contractors.

Calcutta,
September 26, 1776.

Ordered, That this letter do lie for conſideration.

WARREN HASTINGS,

R. BARWELL,

P. FRANCIS.

EXTRACT of the Proceedings of the Board of Inspection, the 24th October 1776.

The Secretary delivers in the following Abract of the terms of the several propofals, prepared in conformity to the Board's orders of the 10th inftant.

ABSTRACT of the Propofals for the Army Contract.

	Victualling.		Draft bullocks.		Carriage Bullocks.		Elephants.		Camels.	
	In the Field.	In Cantonments.	In the Provinces.	Out of the Provinces.	In the Provinces.	Out of the Provinces.	In the Provinces.	Out of the Provinces.	In the Provinces.	Out of the Provinces.
	St R.									
Fraſer and Deliſle.	10 —	5 —	3 11 4	5 6 8	3. 7. 6. on ſervice. 2. 13.—not on ſervice.	3 15 —	44 on ſervice. 35 not on ſervice.	—	17 — —	No diſtinction within or without.
John Bayne.	*10 —	*5—	3 2 —	5 — 4	3. 2. on ſervice. 2. 10. not on ſervice.	3 18 —	40 on ſervice. 33 not on ſervice.	42 — —	15 8 —	16 — 1
Nicholas Grueber.	10 —	5 —	3. 7. on ſervice. 3. 5. not on ſervice.	5 — —	3. 3. — on ſervice. 2. 9. 6. not on ſervice.	3 10 —	40 on ſervice. 32 8. not on ſervice.	No diſtinction within or without.	16 on ſervice. 15 not on ſervice.	No diſtinction within or without.
Fred. Wilſon.	10 —	5 —	3. 9. on ſervice. 3. 6. not on ſervice.	5 3 —	3. 5. 8. on ſervice. 2. 8. 9. not on ſervice.	3 12 —	44 on ſervice. 34 not on ſervice.	44 — —	15 — —	15 1 1
George Templer.	10 —	5 —	3. 10. on ſervice 3. 10 not on ſervice.	5 8 —	3. 6. on ſervice. 2. 12. not on ſervice.	4 — —	60 on ſervice. 55 not on ſervice.	70 — —	13 on ſervice. 12 not on ſervice.	14 — 1

** Preſent Contract, and full Batta and half batta.

Read the following letter from Mr. Templer, one of the Propoſers for the Contract.

Honourable Sir, and Sirs,

The propoſals delivered by me, ſome time ago, for feeding and providing the Company's elephants, being a mode, not only different from any hitherto given in, but I hope will be found by the Honourable Board alſo more advantageous to the Company, ſhould it meet with the approbation of the Honourable Board, I hope they will have no objection to my having the elephant contract ſeparate, as I am aſſured, to pay that care and attention that is neceſſary to prevent thoſe caſualties that ſo frequently happen, will require the utmoſt attention from any individual.

I am, with the greateſt reſpect,

Honourable Sir, and Sirs,

Your moſt obedient humble ſervant,

Calcutta,
Oct. 23, 1776.

(Signed) G. TEMPLER.

Reſolved, That Mr. Grueber's propoſals, being the loweſt, be accepted for the term of one year, with the exception of the elephants; and that Mr. Templer's propoſal do lie for conſideration.

Ordered, That this Reſolution be communicated to Mr. Grueber; and that he be called upon to name his ſecurities.

EXTRACT of the Proceedings of the Board of Inſpection, the 31ſt October 1776.

Read again Mr. Templer's propoſals for feeding and providing the elephants for the ſervice of the army.

Agreed, That they be accepted, and that he be called upon to name his ſecurities.

Ordered, That the Secretary do inform Mr. Templer, that a number of elephants have been collected at Dacca, the property of the Company, which ſhall be either delivered to his charge there, or at any of the military ſtations within the Provinces; but that the Board recommend it to him to ſend his agents to receive them upon the ſpot, as they will be more likely to meet with the proper care and uſage in the way from thence, if they are under the charge of his people, than with thoſe to whom they may be entruſted for that ſhort time only.

Ordered, That the Secretary do receive Mr. Temple's anſwer, and that the Council at Dacca be adviſed accordingly.

EXTRACT of the Proceedings of the Board of Inſpection, the 7th November 1776.

Read the following letters from Mr. Templer.

To Iſaac Baugh, Eſquire, Secretary to the Board of Inſpection.

Sir,

In anſwer to your favour of the 31ſt inſtant, I beg you will acquaint the Board, the gentlemen I propoſe as ſecurities for the performance of my engagements, are Meſſrs. Richard Sumner, Samuel Touchet, and Mr. William Pawſon; whom I hope will be agreeable to the Honourable Board.

I am, Sir,

Your moſt obedient ſervant,

Fort William,
November 3d 1776

(Signed) G. TEMPLER.

To the Honourable Warren Haſtings, Eſquire, Governor General and Members of the Supreme Council.

Honourable Sir, and Sirs,

By a letter from the Honourable Board of the 31ſt inſtant, it is recommended to ſend my agent to Dacca, to receive the elephants. I ſubmit it to the Honourable Board, whether it would not be better for me to go to Dacca, Chittagong, and Tipperah, and receive ſuch elephants as may be there for the Company's, and ſuch others as I can procure fit for ſervice; that none be received but of a proper ſize and ſtrength, and that I have power to reject all others.

I further beg leave to obſerve, that as at preſent there are but very few elephants in the ſervice, it muſt be a work of time, together with the utmoſt care and attention, to compleat the eſtabliſhment with good ſeaſoned elephants. I therefore humbly requeſt the Honourable Board will permit the contract to be for five years inſtead of three, the advantage of which I hope will be evident, at the expiration of that time; the eſtabliſhment will be compleat with good ſeaſoned elephants, which cannot, without the moſt flagrant abuſe, meet with thoſe frequent caſualties, that elephants unuſed to bear a burthen, and taken wild from the Jungles, are liable to.

I hope the Honourable Board will conſent to a clauſe in the contract, that at the expiration of it, the Company take ſuch elephants as I may purchaſe, at 1000 ſicca rupees each, at whatever ſtation they are, and that proper eſcorts are allowed me.

Should this meet with the approbation of the Honourable Board, I will, immediately on receiving ſuch orders and inſtructions as may be thought neceſſary by the Honourable Board, proceed on my way to Dacca, or as ſoon as the contract is executed.

I am, with the greateſt reſpect,

Honourable Sir, and Sirs,

Calcutta,
November 5th 1776,

Your moſt obedient ſervant,

(Signed) G. TEMPLER.

Agreed, That the ſecurities offered by Mr. Templer be accepted; that he be informed that the Board approve of his proceeding to Dacca, Chittagong, and Tipperah; and that the following letter be in conſequence written to the Chief and Council at the former place, and to the Chief at Chittagong.

To Mr. Charles William Boughton Rous, Chief, &c. Provincial Council at Dacca.

Gentlemen,

We have received your letter of the 12th of Auguſt, and have deſired the Governor General to write to the Nabob to iſſue orders to his Agent to deliver the elephants for the Company's uſe, reſerving the ſhare alloted for his Excellency.

Having concluded a contract with Mr. Templer for feeding and providing the elephants for the ſervice of the army, we deſire that ſuch elephants as may have been collected at Dacca may be delivered over at his charge, at a reaſonable appraiſement to be fixed by you. None will be received by him but of a proper ſize and ſtrength, and he is to have power to reject all others. Mr. Templer propoſes to proceed to Dacca with all convenient expedition.

We are,

Gentlemen,

Fort William,

the 7th of Nov. 1776.

Your moſt obedient ſervants.

The

The laſt Paragraph to the Chief of Chittagong, inſerting Chittagong and Tipperah.

Agreed, That Mr. Templer be informed, that the Board cannot at this time conſent to extend the term of his contract, but that the continuance of it will depend on the ſatisfaction he ſhall give in the execution of his engagements, and its appearing upon trial that this mode of conducting the buſineſs is moſt advantageous to the Company; that they cannot agree to the introduction of the clauſe propoſed by him in the contract.

Ordered, That the Secretary do furniſh the Company's Attorney with the neceſſary materials for drawing up a contract to be executed by Mr. Templer.

EXTRACT of the Proceedings of the Board of Inſpection, 26th December, 1776

The contract with Mr. Templer, for feeding and providing the army with elephants, was alſo ſent in circulation for ſignature, and executed by the Governor General, Mr. Barwell, and Mr. Francis; but ſome objections having been made by General Clavering, they are now recorded, with the minutes of the other Members of the Board thereon.

General Clavering.	Governor General.	General Clavering.
The terms of the contract are obſcure, concerning the delivery of the elephants to Mr. Templer. Quere, Whether the elephants which the Company are to provide, are to be delivered to him in the field, or at the places where they are taken; and if the latter, whether thoſe which die by breaking in are to be on the Company's account or Mr. Templer's?	The elephants muſt be delivered wherever they are, thoſe at Dacca at Dacca, thoſe in the field in the field. There is no neceſſity for inſerting this, as the contractor will immediately receive them.—The elephants which die in breaking in, muſt be on Mr. Templer's account. This is ſufficiently expreſſed, it being ſaid the contractor is to ſtand to all loſſes, after he has received the elephants.	The objection that I originally made, regarding the delivery of the elephants, is not removed by the mere opinion of one or more members of the Board; for whatever is not ſpecifically expreſſed in the contract, is not binding on the parties; therefore, previouſly to my ſigning the contract, I could wiſh that the opinion of the Company's counſel ſhould be taken, whether Mr. Templer is compellable to receive the elephants at the places where they are caught, and in that wild ſtate, or in the field where the brigade is ſtationed.
No time is fixed for replacing caſualties, nor rate fixed for Mr. Templer's aſſigning over the elephants, that he may purchaſe, to the next contractor.	It is ſtipulated that Mr. Templer ſhall always keep up the due number, and 3 ſpare ones to ſupply deficiences.—Mr. Templer offered to bind himſelf to aſſign his elephants, at the concluſion of his contract, to the next contractor, but the Board rejected his offer.	This objection is not removed, any more than the firſt.—No time is mentioned in the contract for replacing the loſs of ſuch elephants as may die. Further, as the contract expreſſes no limited price for re-delivering the elephants at the expiration of the contract, unleſs thoſe vague words, *fully ſatisfy Mr. Templer*, can be deemed ſuch, it appears that the Company muſt be left at the mercy of Mr. Templer, to take the elephants at whatever price he may fix on them, or otherwiſe to continue him in the contract at his own pleaſure. For this reaſon, I could wiſh that ſome criterion ſhould be eſtabliſhed, either to reſtore the elephants at the price at which

My Bad

General Clavering.

My former obſervations on the loſs which the Company would be ſubjected to, by the fifth article of his propoſals, to be indemnified by deaths by extra loads, and forced marches, are not only confirmed but redoubled by the indulgence of the perſon who has drawn up the contract; for, in addition to the two above mentioned circumſtances of extra loads and forced marches, he has expreſſed bad roads and want of ſufficient guards.

The penalty, which has been omitted in the contract, I think ſhould be the ſame as the preſent contractor's.

Governor General.

Bad roads and the want of eſcorts are exceptions in the late contractor's agreement, and were therefore properly inſerted in the preſent. But Mr. Templer conſents to omit theſe clauſes, and they have been eraſed in my preſence.

A ſeparate penalty bond will be executed to this effect.

General Clavering.

which he ſhall receive them, or at any other adequate price.

By recurring to the former contractor's contract, it does not appear, as the Governor General has been made to believe, that the Company were to indemnify him for loſſes ariſing from overloads, bad roads, and inſufficient eſcorts; but only that, under ſuch circumſtances, being properly repreſented, and certified by the Commanding Officer, he was not to incur the penalty of the contract. In effect, all riſk of loſſes, by death, enemies, or otherwiſe, was to be upon his account. I would adviſe, therefore, that the contract be reviſed and amended.

Mr. Barwell and Mr. Francis agreed to the penalty being the ſame as that of the preſent contractor.

Governor General.

The ſeaſon is too far advanced to admit of Mr. Templer's waiting longer at the Preſidency; therefore I propoſe that he ſhould be permitted immediately to depart with the contract, which has been duly executed. I have no objection to the Company's counſel being conſulted upon the General's objections. If they are valid, the contract may be drawn up anew, and Mr. Templer promiſes, through me, to execute it, with any alterations that the Board ſhall approve. I hope the General will not refuſe his ſignature to the preſent.

General Clavering.

As the Governor General agrees that the Company's counſel ſhall reviſe the contract, there can be no occaſion for my ſigning it previouſly to the alterations which he may make in it. I will ſign it afterwards.

Mr. Barwell agreed to the Governor General's propoſitions.

Mr. Francis.

Let the contract be examined by the Company's counſel.

Taking the above minutes into conſideration,

Agreed, That a clauſe be inſerted in the contract, ſpecifying that the elephants now upon the eſtabliſhment ſhall be delivered to the contractor at the places where they now are; and that the elephants, which are required to complete the eſtabliſhment, ſhall be delivered at Dacca.

The

The Board re-conſidering their Reſolution of the 7th November, think it moſt expedient for the good of the ſervice, to ſecure to the Company the property of ſuch elephants as may remain on the contractor's hands after the expiration of his contract, and which have been muſtered as belonging to the eſtabliſhment.

Agreed, therefore, That the contractor's offer, to take from him the elephants which he may purchaſe, at the rate of one thouſand ſonaut rupees each, at whatever ſtation they may be, as propoſed in his letter of the 5th November, be accepted.

Governor General.

With reſpect to the propoſition of fixing a time for replacing ſuch elephants as may die, this appears unneceſſary, ſince the obligation of the contractor to keep up the complement, virtually and ſufficiently includes an equal obligation to ſupply all deficiences, from whatſoever cauſe they may ariſe.

It has been agreed that the penalty ſhould be fixed to the ſum of 25,000 rupees, for all breaches of the contract. In this we have inadvertently departed from a principle, in which I believe we have hitherto been all agreed, viz. That the penalty on the breach of every contract ſhould be proportioned to every ſpecific inſtance of ſuch breach of contract. I therefore ſubmit to the Board this change in the mode of the penalty, which I think will render it more effectual, as well as more equitable, viz. That for every elephant which ſhall be deficient of the eſtabliſhed complement, at the muſter taken each month, the contractor ſhall pay the penalty of two hundred rupees, to be deducted from his bill for the preceding month.

The Board approve of the alteration propoſed by the Governor General in the mode of the penalty.

Ordered, therefore, That it be communicated, together with the other clauſes, to Mr. Templer, and that the Company's Attorney be directed to amend the contract accordingly.

EXTRACT of the Proceedings of the Board of Inſpection, the 13th March 1777:

The contract of Mr. Templer, for feeding and providing elephants for the ſervice of the army, having been drawn up, with the amendments directed in conſultation the 26th of December, the ſame was executed by the Board on the 7th inſtant, and the counterpart tranſmitted to Mr. Templer, to be executed by him.

Ordered, That a copy of the contract be entered after this day's proceedings.

ARTICLES of AGREEMENT, indented, had, made, concluded, and fully agreed upon, this firſt day of January one thouſand ſeven hundred and ſeventy-ſeven, between the United Company of Merchants of England trading to the Eaſt Indies, of the one part, and George Templer, of Calcutta, in the Province of Bengal, Gentleman, of the other part, in manner and form following; that is to ſay,

Whereas the ſaid George Templer hath made propoſals to the ſaid United Company for compleating the brigades of the ſaid United Company, and ſupplying their army with elephants for the ſpace of three years, as well within the Provinces of Bengal, Bahar, and Oriſſa, as out of the ſame Provinces, and for the feeding and keeping of ſuch elephants in proper readineſs to attend on the ſaid army as occaſions may require, and to replace any of ſuch elephants as may happen to die, as hereinafter is mentioned, on being paid by the ſaid United Company the ſeveral ſums of money for the feeding and keeping the ſame in his ſaid propoſals ſet forth, and which propoſals the ſaid United Company have agreed to accept of, and to pay him the ſeveral ſums of money for the ſame hereinafter mentioned. Now theſe preſents witneſs, That the ſaid George Templer, for and in conſideration of the ſeveral ſums of money hereinafter covenanted to be paid him by the ſaid United Company, and of other the covenants and agreements hereinafter contained, on the part and behalf of the ſaid United Company to be obſerved, performed, fulfilled, and kept, doth, for himſelf, his heirs, executors, and adminiſtrators, covenant, promiſe and agree, to and with the ſaid United Company, their ſucceſſors and aſſigns, in manner and form following; that is to

ay, That he the ſaid George Templer, for the purpoſe of compleating the brigade of the ſaid United Company now in the field, with its full eſtabliſhment of Elephants, ſhall and will, at his own proper coſt and charges, and as ſoon as conveniently may be, from the day of the date of theſe preſents, well and truly find and provide ſuch a number of good and proper elephants as, with the number now belonging to and with the ſaid brigade, ſhall make up the number of ſeventy elephants; or if the ſaid United Company ſhall chuſe to purchaſe or procure ſuch deficient number of elephants for the purpoſe aforeſaid, that then the ſaid George Templer ſhall and will, on receiving the ſame elephants into his cuſtody at Dacca, where they are to be delivered to him, well and truly repay unto the ſaid United Company the prime coſts of ſuch elephants. And alſo, That he the ſaid George Templer, on having delivered over to him, by the ſaid United Company, and receiving into his charge and cuſtody, in good health, and fit for ſervice, a number of elephants ſufficient for the uſe and duty of the ſaid brigade in the field, ſhall and will, for the ſpace of three years from the day of the date hereof, find and provide for each of ſuch elephants a driver and two attendants, and good and proper food, and all other neceſſaries, ſo as to prevent any future expence reſpecting the ſaid elephants to the ſaid United Company, at and for the price or ſum of ſonaut rupees ſeventy per menſem for each and every of the elephants belonging to the ſaid brigade, ſo long as ſuch brigade, or elephants belonging thereto, ſhall remain without the provinces of Bengal, Bahar, and Oriſſa, or on the exterior ſide of the river Carumnaſſa. And in caſe any ſuch elephants ſo to be delivered over as aforeſaid, ſhall happen to die during any part of the ſaid ſpace of three years, (ſave and except as hereinafter is mentioned) then that he the ſaid George Templer ſhall and will, at his own expence, coſts and charges, replace any ſuch of them as may die, by the purchaſing an adequate number to ſuch deceaſed elephant or elephants, at his own proper coſts and charges, as ſoon as conveniently may be, or he poſſibly can, after ſuch deceaſe or deceaſes, reſpectively, equal in goodneſs to ſuch elephant or elephants as may happen to die as aforeſaid, or as near thereto as may be. And further, That in caſe at any time hereafter, within the ſpace of three years, the ſaid United Company ſhall be minded and deſirous to furniſh and compleat any brigade within the provinces of Bengal, Bahar and Oriſſa, with the full and uſual eſtabliſhment of elephants, and ſhall ſo deliver over the ſame to the ſaid George Templer, in good health and fit for ſervice, he the ſaid George Templer ſhall and will, on the receipt of the ſaid elephants into his cuſtody, find the ſaid elephants reſpectively with a driver and two attendants, and with good and proper food, and all other neceſſaries, ſo as to prevent any further expence whatſoever to the ſaid United Company reſpecting the ſame elephants, at and for the price or ſum of ſonaut rupees ſixty *per menſem* for each elephant of ſuch brigade, ſo long as ſuch brigade, or the elephants belonging to the ſame, continue within the ſaid provinces of Bengal, Bahar, and Oriſſa. And in caſe of the deceaſe of any ſuch elephants belonging to ſuch brigade, within the provinces, during ſuch time as aforeſaid (ſave and except as hereinafter is mentioned) That he the ſaid George Templer ſhall and will, at his own proper coſts and charges, replace any ſuch elephant or elephants dying without the ſaid provinces of Bengal, Bahar, and Oriſſa. And further, That as to all and every elephant and elephants belonging to the ſaid United Company, and which ſhall or may be kept by them unemployed within the ſaid three provinces of Bengal, Bahar, and Oriſſa, during the ſaid ſpace of three years, or any part thereof, that he the ſaid George Templer ſhall and will find and provide the ſaid elephants with victuals, and all and every other requiſite which ſhall be neceſſary or proper for them and every of them, ſo long as ſuch elephants ſhall remain unemployed within the ſaid three provinces, at and for the price and ſum of ſonaut rupees fifty-five *per menſem* for each of ſuch elephants which ſhall be unemployed, and in caſe of the deceaſe of any or either of the unemployed elephants within the provinces, during any part of ſuch time or term as the ſame ſhall be in the keeping and management of the ſaid George Templer, that then he the ſaid George Templer ſhall and will, at his own proper coſts and charges, replace any ſuch elephant or elephants as may happen to die, with other elephant or elephants equally good, both as to age and ſize, or as near thereto as may be, and as ſoon afterwards as he poſſibly can. And the ſaid George Templer doth agree to receive all the elephants now on the eſtabliſhment into his cuſtody and charge at the reſpective places where they now are. And further, That he the ſaid George Templer, for and in conſideration of the payments which he is to receive, as hereinbefore and hereinafter is mentioned, for the eſtabliſhment or ſtanding number of elephants belonging to each of the ſaid brigades, and in order to guard againſt any accidents which may happen, or ſudden emergency which may require it, ſhall and will, at his own proper coſt and charges, and without receiving any pay or conſideration whatſoever on account of the ſame, from the ſaid United Company, find and provide, and always keep in readineſs for uſe, three ſpare elephants for each brigade, in addition to the eſtabliſhment or ſtanding number of elephants belonging to each of the ſaid brigades, reſpectively. And he the ſaid George Templer doth further agree to and with the ſaid United Company, that he will well and truly pay unto the

the ſaid United Company the ſum of two hundred ſonaut rupees for every elephant which ſhall be deficient of the number ſo delivered to him as aforeſaid, on the muſter-day of every month, during the term aforeſaid, which ſum is to be deducted from his bill for the preceding month, And further, That he the ſaid George Templer ſhall and will, at the expiration of the ſaid term of three years, well and truly deliver over to any ſucceeding contractor, or to any other perſon or perſons the ſaid United Company ſhall appoint for receiving the ſame, all and every the ſaid elephants at ſuch time in his cuſtody, or under his care, and ſo many others as he is liable to make good, from the death of any or either of ſuch elephants happening to die during ſuch contract as hereinbefore is mentioned, and that in good and complete order, and fit for immediate ſervice; provided, and upon this expreſs condition, that the ſaid United Company do pay the ſaid George Templer the ſum of one thouſand ſonaut rupees for each and every ſuch elephant ſo to be delivered over. And the ſaid United Company of Merchants of England trading to the Eaſt Indies, for themſelves, their ſucceſſors and aſſigns, do covenant, promiſe, and agree, to and with the ſaid George Templer, his executors, adminiſtrators, and aſſigns, That they the ſaid United Company, their ſucceſſors and aſſigns, ſhall and will well and truly pay, or cauſe to be paid, to the ſaid George Templer, his executors, adminiſtrators, and aſſigns, for his care and management, and for the feeding and keeping the ſaid elephants, as hereinbefore is mentioned, the ſaid ſums of money hereinbefore ſet forth; that is to ſay, for each and every of the ſaid elephants employed on ſervice, and out of the ſaid three provinces of Bengal, Bahar, and Oriſſa, at and after the rate of ſonaut rupeees ſeventy *per menſem*, for each and every of the ſaid elephants; and for each and every of the ſaid elephants employed on ſervice, or to be employed on ſervice, within the ſaid three provinces of Bengal, Bahar, and Oriſſa, the ſum of ſonaut rupees ſixty *per menſem*: and for each and every of the ſaid elephants out of ſervice, or unemployed, within the ſaid three provinces of Bengal, Bahar, and Oriſſa, the ſum of ſonaut rupees fifty-five *per menſem*, for each and every of the ſaid elephants, on the ſame ſeveral ſums of money being drawn for by the ſaid George Templer, for ſo many elephants as ſhall be actually in the cuſtody or keeping of the ſaid George Templer at the time of drawing of the ſaid bill; and whenever any freſh or procured elephants ſhall arrive at any of the ſtations of the reſpective brigades, the ſame elephants ſhall be muſtered by the commanding officer, and pay be drawn by the ſaid George Templer for ſuch elephants, from the day of muſtering the ſame; which ſaid bill is to be, in the uſual manner, certified by the commanding officer for the time being, and paid within one month after the ſame ſhall be preſented for payment, either at the place where the army may then happen to be, or at the Preſidency of Fort William, at the option of the ſaid George Templer. And further, That they the ſaid United Company ſhall and will, during the continuance of the ſaid term of three years, from time to time, as occaſion ſhall require, well and truly furniſh and provide for the ſaid George Templer, all and every ſuch eſcort and eſcorts as ſhall be neceſſary for the conveying the ſaid elephants to and from the camp, or the ſaid brigades, as occaſion may require; and when at or with ſuch camp or brigades, ſhall and will find and provide ſuch ſafeguards as the brigade or brigades to which ſuch elephants ſhall reſpectively belong will admit of. Provided always, and it is hereby declared to be the true intent and meaning of theſe preſents, and the parties thereto, that every elephant employed in the ſaid ſervice, and doing the duty of the ſame, ſhall be loaded with and carry five common marques, with tent poles and pins complete, or if ſtores, as near as can be to that weight; but if emergencies or urgent occaſions ſhould require their carrying greater loads, or by forced marches they ſhall any of them die under their loads, in either of ſuch caſes the loſs ariſing from the ſame is to be ſuſtained by the ſaid United Company, without the ſaid George Templer being liable to make good the ſame, or to replace any ſuch elephants ſo dying as laſt hereinbefore is mentioned; any thing hereinbefore contained to the contrary notwithſtanding. In witneſs whereof, the Honourable the Governor General and Council of Fort William, in Bengal, have hereunto ſet their hands, and the common ſeal of the ſaid United Company; and the ſaid George Templer hath alſo hereunto ſet his hand and ſeal, the day and year firſt above mentioned.

Sealed and delivered at Calcutta (where no ſtamps are in uſe or to be had) in preſence of

(Signed) J. BAUGH,
WM. PAWSON.

(Signed) WARREN HASTINGS,
J. CLAVERING,
RICH. BARWELL,
P. FRANCIS. } L. S

Mr. TEMPLER's Elephant Contract.

EXTRACT of Proceedings of the Board of Inſpection, the 25th September 1777.

READ a letter and propoſals from the contractor for elephants, as follows.

To the Honourable Warren Haſtings, Eſquire, Governor General, and Members of the Board of Inſpection.

Honourable Sir, and Sirs,

I am induced to offer the incloſed propoſals, from a conviction that the advantages, though not immediate, yet in a ſhort time will be ſo advantageous to the Company, that I hope it will meet with every ſupport, if approved of by the Honourable Board.

The ſpeedy conveyance of the camp equipage, I may venture to ſay, in every army, is of the greateſt conſequence, but more eſpecially in this hot and unhealthy climate. In general, when a brigade is on ſervice, the ſoldiers ſeldom reach the ground of the new encampment till eight, or frequently nine o'clock, at which time they are greatly fatigued, both from the length of the march, and the ſcorching heat of the ſun. I have frequently known, from the badneſs of the elephant, the tents have not arrived till ſeveral hours after, and the men obliged to ſit in the ſun, and very often in the moſt violent rain, as was the caſe in the rohilla country.

The elephants at preſent are moſtly freſh taken from the Jungles; they cannot, nor can force make them, carry the burthen, or undergo the fatigue, of an old ſeaſoned elephant; it muſt be a length of time, and conſtant attention, to bring them to this. Since January laſt, I have been conſtantly employed in procuring elephants from the Jungles: I have met with bad ſucceſs. As I could not foreſee it, I truſt the Honourable Board will render me every aſſiſtance they can, conſiſtent with my engagements. My preſent term is not more than ſufficient to enable me to complete the brigades, which I muſt do at a very heavy expence to myſelf; and I leave the Honourable Board to judge how great a diſappointment it muſt be to me, after I have, by a conſtant attendance, brought the elephants tame and able to bear fatigue—after having ſuffered ſo great a loſs as I have already ſuſtained, by loſing twenty-nine new elephants, and a proſpect of loſing as many more—to ſee another perſon reap the reward of my trouble. From theſe circumſtances, I truſt to the candour of the Honourable Board, that they will be pleaſed to prolong my contract, agreeable to my preſent propoſals; it will be an inducement to me to keep up ſuch an eſtabliſhment as ſhall prevent thoſe inconveniences that ſo often have been felt, by providing againſt them in future.

I am, with reſpect,

Honourable Sir, and Sirs,

Your moſt obedient, humble ſervant,

Calcutta,
September 20th, 1777. (Signed) G. TEMPLER.

PROPOSALS for compleating Three Brigades with Elephants for a Term of Five Years, commencing from January 1ſt, 1777, and ending January 1ſt 1782; the Elephants to be provided at the Expence of the Contractors.

1ſt. The brigade in the field, as at preſent, to conſiſt of 70 elephants, at 70 rupees per month, to be completed by next June, under penalty of 2,000 ſon^{t} rup^{s}, unleſs prevented by the orders of the Board.

2d. The

2d. The brigade in the Nabob's ſervice to conſiſt of 70 elephants, and 3 extra ones, at 70 rup^{s} per month, to be completed by the month of December 1779, under penalty of 2,000 fon^{t} rupees, unleſs prevented by the orders of the Board.

3d. The Brigade in the Provinces to conſiſt of 70 elephants, at 55 ſonaut rupees per month, while unemployed on this ſide the Carramnaſſa, and 60 ſonaut rupees when on ſervice on this ſide the ſaid river; but when on ſervice on the other ſide the ſaid river, to be paid as the other elephants.

4th. That when the eſtabliſhment of the above brigades are complete the contractor does engage to keep, at his own expence, to each brigade three elephants, in caſe of emergencies, free of any charge whatever to the Company.

5. That each elephant ſhall be well found and provided with every thing neceſſary, and be ready for ſervice; and to each elephant, both in and out of the Provinces, ſhall be kept one driver and two ſervants; and, except the expence before mentioned, the Company ſhall be at no expence whatever.

6. That no pay ſhall be drawn for any elephants till they arrive at Burrampore, when they ſhall receive the pay as before mentioned, from the day of their being muſtered by the Commanding officer and commiſſary of muſters, at whatever ſtation they may be, whether Burrampore or Dinapore.

7. That the bills for the elephants ſhall, at the end of the month, be ſigned by the commanding officer, and then by me tranſmitted to the commiſſary general, for his audit, and compared with the commiſſary general's monthly return.

8. That the bills ſhall be audited and paid within one month after muſter, either at Calcutta or any of the other ſtations the contractor may think proper.

9. That every elephant ſhall carry four commiſſary marquees, with the tent poles and pins complete; and in caſes of emergency ſhall carry five, with tent poles and pins complete: If ſtores, equal to that weight.

10. That all loſſes by death ſhall be at the Contractor's riſque, and not the Company's; that the Company ſhall be at no expence in providing the elephants, but they ſhall be provided by the Contractor, who ſhall have ſole liberty, during his contract, of catching ſuch elephants as he may have occaſion for, both at Tipperah, Chittagong, and half the Sylett elephants, pay-paying every expence and charge that may be incurred to the chief of thoſe ſtations when caught.

11. In order to ſecure the Company the property of the elephants at the expiration of the contract, the contractor does engage to deliver every elephant he may have provided, at the rate of 1,000 ſonaut rupees each, to be paid on the delivery of the elephants, which will be of the greateſt conſequence to the Company, as they will be all completely ſeaſoned, and able to bear fatigue, and of courſe muſt ſave very conſiderable ſums to the Company at the expiration of my term.

12. As the time now given me is not ſufficient to enable me to carry my intended ſcheme of completing the brigades into execution, owing to the wildneſs of the elephants, which are juſt caught, and require a length of time to tame, I hope the Honourable Board will prolong the term of my preſent contract to five years, commencing the 1ſt of January 1777, and ending the 1ſt of January 1782; which will enable me to complete every wiſh of the Company, and I hope with credit to myſelf.

13. That the contractor ſhall be allowed ſuch eſcorts as are neceſſary for tranſporting his elephants to camp; and when there, ſuch guards as the commanding officer may think requiſite.

14. That if, through the badneſs of roads, forced marches, or extra loads, any elephant ſhall die, on a certificate from the commanding officer it ſhall not be deemed a breach of contract.

15. The contractor ſhall have the power of feeding his elephants at ſuch places as he may think proper, provided he has them ready in caſe of ſervice.

16. When any elephants are wanting for the uſe of the Company, the Commanding Officer to ſend his orders either to the contractor, or in his abſence to his Agent, or at leaſt ſign the indent.

17. The elephants of the contractor to be employed only in the ſervice of the Company.

18. The elephants ſhall be muſtered monthly by the Commanding Officer and commiſſary of muſters at the different ſtations.

19. That in future, if any elephants are wanted for the ſervice of the Honourable Company, the contractor does engage to furniſh them, on receiving ſuch notice as the Honourable Board think ſufficient, on the ſame terms with the preſent.

20. Provided the Honourable Board approve of the above terms, the contractor propoſes the preſent contract ſhall be null and void, and a new contract entered into, for the fulfilling of which the contractor will give undoubted ſecurity, under any penalty the Honourable Board thinks proper, for the performance of his engagements.

As ſo ſhort a term of Mr. Templer's preſent engagements has expired.

Ordered, That he be informed that the Board cannot agree to the application for a prolongation of it.

EXTRACT of the Proceedings of the Board of inſpection, the 23d October 1777.

Re-conſidered the contractor for elephants letters of the 20th September and 1ſt inſtant, with the propoſals accompanying the former.

Governor General.

When Mr. Templer's letters of the 20th of September and 1ſt inſtant were read at the Board, on the 9th inſtant, I recommended that the requeſt contained in them, and the propoſals which accompanied them, ſhould lie for further conſideration, becauſe I was unwilling to give my conſent to extending the term of a contract, before I could clearly aſcertain the benefits which the ſervice might derive from it, or be convinced that the contractor had a claim to ſuch indulgence, from loſſes incurred by the faithful performance of his engagements; I waited to be fully ſatisfied on theſe points, by a perſonal explanation from Mr. Templer. This explanation I have obtained; and it appears from it, that Mr. Templer has purchaſed 168 elephants in conſequence of his contract, of which he has hitherto been able to bring only 105 into the pay of the Company; 29 have died, and 34 are yet at different places, where he has maintained them nine months at his own expence.

Theſe and other cauſes, as ſet forth in Mr. Templer's letters, have already ſubjected him to very heavy loſſes, and many additional ones will be incurred; which are unavoidable in a new ſyſtem, until it can be completed; and before he can reap the profit which he might reaſonably expect for his labour and riſque, in a project calculated for the benefit of the Company, his contract will expire.

Motives of policy and juſtice ſhould induce every government to give all poſſible encouragement to thoſe who apply their talents to ſchemes of public utility, by ſecuring to them ſuch emoluments as may fairly ariſe from their own inventions, and by compenſating them for loſſes inevitably ſuſtained in the ſervice of the ſtate. Upon theſe principles, I move, that Mr. Templer's requeſt for an extenſion of the period of his preſent contract be complied with; and that it accordingly be prolonged for the term of two years, that is to ſay, until the firſt day of January 1782.

Mr. Francis.

Mr. Francis.

It does not appear to me that the benefits which the ſervice may derive from Mr. Templer's contract are yet clearly aſcertained ; for this reaſon I adhere to the opinion in which the Board were agreed on the 25th of September, on this ſubject.

Mr. Barwell.

I entirely agree in the Governor General's reaſoning ; and I make no doubt that in the end this contract, which throws every contingency on the contractor, will be found much more beneficial to the public than any ſimple forage contract ever made in behalf of the Company.

Reſolved, That the period of Mr. Templer's contract be prolonged for the term of two years, agreeably to the Governor General's motion ; and ordered, That a clauſe be added to the contract, to that effect.

EXTRACT of the Proceedings of the Board of Inſpection, the 30th October 1777.

The following minute of the Governor General having been received and ſent in circulation on the 25th inſtant, the opinions delivered upon it by Mr. Barwell and Mr. Francis are now entered.

Governor General.

In offering my opinion upon Mr. Templer's letters before the Board, I did not advert to the propoſal which is contained in them, for ſupplying and maintaining the elephants of the temporary brigade. This I regard as a matter of courſe ; but as no proviſion was made for ſuch an addition to our military eſtabliſhment, when Mr. Templer's contract was granted to him, and as it remains to be determined what number of elephants ſhall be allowed to that brigade, I beg leave to propoſe that the eſtabliſhment of elephants for the temporary brigade be thirty-five, the number equal to thoſe of the other brigades, on a peace eſtabliſhment, as I deem this number ſufficient, from the nature of the ſervice on which the force of that brigade will be employed ; and that a clauſe or appendix be added to Mr. Templer's contract, obliging him to keep up that number, and allowing him the ſame rates as are allowed for thoſe which are attached to the brigade in the field.

Mr. Barwell.

I entirely agree.

Mr. Francis.

Mr. Templer's contract gives him no claim to ſupply the new brigade. I think that Colonel Leſlie ſhould be deſired to furniſh the Board with his opinion what number of elephants may be wanted, and what may be the cheapeſt and eaſieſt method of providing and maintaining them : The Nabob, in all probability, has ſeveral to ſpare. It may be of ſervice to Mr. Templer, to catch elephants in Tipperah and Chittagong, and ſend them to the Doab and Rohilcund, but it never can be a prudent or thrifty meaſure for the public. I am againſt the propoſal.

The Secretary accordingly informed Mr. Templer of the reſolution of the Board, in the terms of the Governor General's propoſal.

EXTRACT

EXTRACT of Proceedings of the Board of Inſpection, the 6th November 1777.

Read the following letter from the contractor for elephants.

To the Honourable Warren Haſtings, Eſquire, Governor General, and Members of the Board of Inſpection.

Honourable Sir, and Sirs.

I have been honoured with a letter from your Secretary, acquainting me the Honourable Board have been pleaſed to grant me a prolongation of my contract. Permit me to return my moſt grateful thanks, and at the ſame time to aſſure your Honourable Board, that, although the ſucceſs of my undertaking depends on ſo many unforeſeen circumſtances, yet if the plan is attended with advantage to the Company, I ſhall think myſelf happy in having carried it into execution.

The difficulties to which I ſhall be ſubjected, by a competition with local influence, induces me to trouble the Board on one article of my requeſts, very eſſential to the ſucceſs of my undertaking; it is the excluſive privilege of catching elephants.

My contract obliges me to have a certain number of thoſe animals, not only to complete the eſtabliſhment, but to keep it up after it has been completed; however, ſhould the chiefs of Chittagong, Tipperah, Sylhet, interfere with my object, the conſequence muſt be, that inſtead of ſupplying myſelf from the firſt hand, I muſt be compelled to obtain all the elephants through the provincial chiefs. This will not only be an obſtacle to my procuring the numbers I want, but ſubject me to greater expence than my own management would incur. I wiſh not to be underſtood to extend this privilege to the excluſion of catching the elephants, in caſe they are wanted on account of the Company; I mean only to ſecure myſelf from the diſputes and trouble I ſhould be expoſed to, by a competition with the Provincial Reſidents and Agents, which I can only avoid by excluding all interference.

There is likewiſe another circumſtance, which, though uneſſential while a recent knowledge of facts fence my rights, may be of conſequence hereafter; and I ſubmit it to the Board, who will judge whether it be not proper as well as neceſſary, to mention it at the foot of my contract. The peace eſtabliſhment of thirty-five (35) elephants to each of the brigades in the provinces, is not particularly expreſſed, though I am paid for keeping up this eſtabliſhment, and, in fact, ſtipulated for it from the firſt. Under theſe circumſtances, I hope the Board will comply with my wiſh to article it in my contract.

I am, &c.

Calcutta,
1 November 1777.

(Signed) G. TEMPLER.

Agreed, That the following inſtructions be given to the Chief of Chittagong.

To Mr. Francis Law, Chief of Chittagong.

Sir,

We direct that you permit and aſſiſt Mr. Templar to catch as many elephants as he may want for the public ſervice, and that you afford him every aſſiſtance which may be neceſſary to enable him to complete the number that he may require. To this order we enjoin a ſtrict obſervance.

We are, &c.

Fort William,
the 6th November, 1777.

The

The Members of the Board having delivered their opinions in circulation on the laſt paragraph of the contractor's letter, they are entered as follows.

Mr. Francis.

Mr. Templer ſhould be ſatisfied, I think, with the repeated and ſignal marks of favour with which he has been diſtinguiſhed. After an attentive conſideration of the laſt paragraph of his letter of the firſt inſtant, I declare I do not underſtand the meaning or object of the requeſt contained therein.

It appears upon the face of it to imply ſomething rather to his diſadvantage, videlicet: "That "he ſhall be more ſtrictly and expreſsly bound to keep up the eſtabliſhment of elephants for "which he is paid." As it is not, however, common for contractors to inſiſt on conditions of this nature, I conclude the propoſal has ſome other tendency, which I am not aware of. I cannot therefore conſent to any alteration in the contract which has been executed, without the ſanction of Brigadier General Stibbert's opinion, that it is not prejudicial to the ſervice.

Mr. Barwell.

I agree to the requeſt preferred by Mr. Templer, to inſert in his contract the number of elephants to be kept up for each brigade in the provinces on a peace eſtabliſhment, videlicet: thirty-five elephants to each brigade in the provinces; how it came to be omitted in his original contract I cannot imagine, but certainly it is neceſſary the number of elephants to be kept up by the contractor ſhould be mentioned in expreſs terms; and no member of the Board can be ignorant of the number of elephants attached to a brigade on the peace eſtabliſhment.

Governor General.

It was an omiſſion; I approve of the clauſe being inſerted in the contract.

Reſolved, That a clauſe be added to Mr. Templer's contract, ſpecifying the peace eſtabliſhment of thirty-five elephants, to be kept up for each brigade in the provinces.

Ordered, That the contractor be informed of this reſolution, and of the directions ſent to Chittagong.

EXTRACT of the General Letter from Bengal, dated 21ſt November, 1777.

Par. 66. In conſequence of a repreſentation which we received from Mr. Templer, the contractor for providing and maintaining elephants, ſetting forth the loſſes to which he had been ſubjected, and the difficulties he had experienced, by the performance of his engagements with the Company, and claiming our indulgence for an extenſion of the period of his contract for the term of two years, by which alone he could expect to be indemnified for his loſſes, we were induced to acquieſce in his requeſt, having reaſon to be ſatisfied of the juſtneſs of the repreſentation, and deſirous of affording encouragement to a ſcheme which appeared calculated for the benefit of the Company.—His contract has therefore been prolonged until the firſt of January, 1782.

67. Mr. Templer having alſo undertaken to ſupply and maintain the elephants of the temporary brigade at the ſame rates as were allowed for thoſe which are attached to the brigade in the field, we authorized this addition alſo to his contract: the eſtabliſhment has been fixed at thirty-five, the number equal to thoſe of the other brigades on a peace eſtabliſhment, and which we deem ſufficient, from the nature of the ſervice on which the force of that brigade will be employed.

EXTRACT Proceedings of the Board of Inſpection, the 11th December, 1777.

The clauſes directed in conſultations the 23d, 30th October, and 6th November, to be added to Mr. Templer's contract for elephants, having been prepared conformable to the orders of the Board, the ſame were executed on the 9th inſtant; and the counterpart of them tranſmitted to Mr. Templer for that purpoſe.

Ordered, that a copy of the additional clauſes be entered after the proceedings.

Additional clauſes to the Contract for feeding and providing Elephants.

Whereas, ſince the date and execution of the above-written articles of agreement, it hath been agreed, by and between the ſaid United Company and the ſaid George Templer, to extend the term of years therein mentioned from three to five years, ſo as to make the ſame contract or agreement expire upon the firſt day of January One thouſand ſeven hundred and eighty-two; and further, that the ſaid George Templer ſhall maintain the number of thirty-five elephants for the new-eſtabliſhed or temporary brigade, at the ſame rates as are by the ſaid agreement ſtipulated to be paid him by the ſaid United Company for thoſe elephants which are attached to the brigade in the field for the time being; and that a peace eſtabliſhment of thirty-five elephants for each of the brigades in the provinces of Bengal, Bahar, and Oriſſa, ſhall be maintained and kept up by the ſaid George Templer, during the whole of the ſaid term of five years as hereinafter is mentioned: Now it is hereby mutually covenanted, concluded, and agreed upon by and between the ſaid United Company and the ſaid George Templer, That the ſaid within-written contract or agreement, and the covenants, proviſes, and agreements within contained and expreſſed, to continue during the ſpace of three years, ſhall be enlarged, and be and continue for the further term of two years, ſo as to be extended to five years in the whole, and to continue till the firſt day of January, which will be in the year of Chriſt one thouſand ſeven hundred and eighty-two, and that they the ſaid parties within mentioned ſhall and will reſpectively continue the payments, and obſerve, perform, fulfil and keep all and every the covenants and agreements in the ſaid within-written articles contained, in the ſame manner during the further term of two years, and for the full term of five years, as is and are agreed to be done and performed by them and each of them reſpectively, during the ſaid term of three years within mentioned: and whereas the number of elephants to be kept up as a peace eſtabliſhment for the ſaid brigades within the ſaid provinces of Bengal, Bahar, and Oriſſa, is not by the ſaid within articles clearly and ſufficiently expreſſed, now the ſaid George Templer doth hereby, for himſelf, his heirs, executors, and adminiſtrators, further covenant and agree to and with the ſaid United Company, their ſucceſſors and aſſigns, that he the ſaid George Templer ſhall and will, at all times during the ſaid ſpace of five years hereinbefore mentioned, have ready and fit for the uſe of each of the ſaid brigades within the provinces, the number of thirty-five elephants for a peace eſtabliſhment for each of ſuch brigades reſpectively; and further, that he the ſaid George Templer ſhall and will, during ſuch term as aforeſaid, maintain and provide an eſtabliſhment of thirty-five elephants for the temporary brigade, now lately formed, and attached to the ſervice of the Nabob Vizier, upon being paid for the ſaid laſt-mentioned elephants at and after the ſame rates and prices as are hereinbefore mentioned, and by the ſaid within articles is ſtipulated and agreed to be paid by the ſaid United Company, for the elephants which for the time being are attached and belonging to the brigade in the field: And the ſaid United Company do hereby further covenant and agree with the ſaid George Templer, his executors and adminiſtrators, that they the ſaid United Company, their ſucceſſors and aſſigns, ſhall and will well and truly pay to the ſaid George Templer, for the keep and on account of the elephants belonging to ſuch laſt-mentioned brigade, at and after the ſame rates and proportions, and in ſuch and the like manner, as by the ſaid articles is mentioned and expreſſed to be paid for the elephants belonging to the brigade in the field for the time being. In witneſs whereof the Honourable the Governor General and Council, on the part of the ſaid United Company, have ſet their hands, and cauſed the common ſeal of the ſaid Company to be hereunto affixed; and the ſaid George Templer hath alſo ſet his hand and ſeal, this ninth day of December, in the year of Chriſt one thouſand ſeven hundred and ſeventy-ſeven.

Sealed and delivered
(where no ſtamps are in uſe,
or to be had) in preſence of

EXTRACT

EXTRACT of the Proceedings of the Board of Inſpection the 30th December 1779.

To the Honourable Warren Haſtings Eſquire, Governor General, &c. Members of the Board of Inſpection.

Honourable Sir, and Sirs,

I have been favoured with the extract of the general letter *per* Barker, and alſo the orders of the Honourable Board, that I will give an anſwer to the commands therein contained.

I hope it will not be thought preſumption in me, if in reply I humbly ſtate the following facts:—

I have ſuſtained a loſs of eighty-two elephants, purchaſed laſt year at Sylhet, out of one hundred and twelve, prior to their departure from that place, independent of what died on their way to Burrampore.

I have, ſince the commencement of my contract, purchaſed at different places, during the years 1776, 1777, 1778, upwards of three hundred and fifty elephants for the uſe of my contract, and have never yet been able to complete the eſtabliſhment by ſeventy elephants.

I have maintained never leſs than one hundred elephants during the laſt two years, at my own expence, for the purpoſe of completing my contract, which I hope to do this year, and have, at the preſent period, the ſame number in training at Chittagong and Sylhet, independent of thoſe already mentioned, the charge of which I have paid ſince laſt December, and muſt continue the charge till their arrival next June at Burrampore.

All theſe facts I am ready to prove by the moſt authentic vouchers, whenever the Honourable Board ſhall pleaſe to call for them.

I ſubmit it therefore to the Honourable Board, whether, under theſe circumſtances, I can conſent to be deprived of my contract, at a time when I can only expect, during the remainder of my term, to be reimburſed the heavy expence I have been at, relying on the contract executed and ſigned by every Member of the Honourable Board.

If the Honourable Board are determined to carry into execution the orders tranſmitted by the Court of Directors, I hope, independant of adhering to that clauſe in my contract, the taking my elephants, for which I have claims on me for nearly the amount, they will alſo make me ſuch a compenſation as ſhall ſeem adequate to the loſs I muſt ſuſtain. Should this be objected to, I ſubmit my claim to the arbitration of any three gentlemen appointed by the Honourable Board, without any perſon appointed by me.

As a ſervant of the Honourable Company's, I am bound in duty to ſubmit to their orders; but I hope the Honourable Board will not, in conſequence of that obedience, ſuffer me to ſuſtain a loſs that muſt nearly prove my ruin. I have devoted my whole time and attention theſe laſt three years to this particular employ, and flatter myſelf no European in this country has ſo much experience as I have, or has ever done the Company more juſtice.

I am, with reſpect,

Honourable Sir, and Sirs,

Your moſt obedient humble ſervant,

Fort William,
the 15th December 1779.

(Signed) G. TEMPLER.

BELLI's

BELLI's AGENCY.

EXTRACT of Bengal Secret Conſultations, the 4th November 1776.

THE Governor General delivers in the following Minute:

The Governor General recommends the following plan for ſupplying the garriſon of Fort William with a continual ſtore of proviſions ſufficient for a ſiege. He ſuppoſes the probable number of Europeans to conſiſt of 2,500 men, and of Sepoys and other natives attendant on the garriſon, 13,000, as per eſtimates, N° 1 and 2: On theſe data the eſtimates N° 3 and 4 of the proviſions required for Europeans and natives reſpectively are formed; N° 5 is the aggregate of theſe, and contains an account of all the articles and victualling ſtores propoſed to be kept up.

1ſt. That an agent be appointed for proviſion of victualling ſtores for the garriſon of Fort William.

2nd. That he do without delay provide the ſtores mentioned in the indent N° 5, in the full quantities of each therein ſpecified, at the current Bazar rates, delivering muſters of each article, with their prices, for the previous approbation of the Board.

3d. That proper places in the fort be allotted for their reception, and that they be placed under the joint charge of the agent and of the Port Major, who ſhall each keep ſeparate keys of the ſame.

4th. That for the purpoſe of keeping up a conſtant ſupply of freſh and good ſtores, the agent ſhall be required to change them, and to ſupply their places with new ſtores ſo often as may be neceſſary to prevent their decay, and that he be permitted to diſpoſe of the old ſtores in any manner which he ſhall think proper, at his own riſk.

5th. That the agent be allowed an annual commiſſion, of per cent. upon the prime coſt of all the ſtores ſo provided, which ſhall be paid him annually, the firſt payment to commence on the 1ſt May, 1777, and which ſhall be a full allowance for his trouble, riſk of the markets, loſſes by decay and waſtage, ſervants wages, cooley hire, and all other expences, of what nature ſoever.

6th. That as Medeira wine is now at a lower rate than it has ever yet been known, and as, for the ſame reaſon, it may be expected to riſe conſiderably in the price of the future importations, the commiſſion upon this article be reckoned on the full quantity to be kept in ſtore at the current price of each year, to be aſcertained by the medium of the ſales, at outcry.

7th. That the agent ſhall be allowed 25,000 rupees in advance for his firſt purchaſes, and the ſame ſum for every ſupply delivered by him to that amount, until the whole deliveries and payments ſhall be completed.

8th. That if it ſhall be judged neceſſary at any time to encreaſe the quantity of any article or articles of the ſtores, or to provide others not ſpecified in the original indent, he ſhall be allowed the advance commiſſion upon theſe, as upon the former.

9th. That the Fort Major ſhall examine every delivery of ſtores, and ſhall reject ſuch as ſhall be inferior to the muſters which for that purpoſe ſhall be delivered into his charge, and ſhall be annually changed for others of equal quality, and he ſhall certify the quantity of each delivery; and his certificate ſhall be the agent's voucher for every ſuch delivery.

10th. That

10th. That the Fort Major ſhall in like manner certify every quantity which ſhall be taken away by the agent, and this certificate alſo ſhall be a voucher for the quantity ſo taken away, but the Fort Major ſhall not ſuffer any quantity to be removed, until he ſhall have received a formal notification from the agent that he has a like quantity ready to replace it, which ſhall be done within ten days of ſuch notification.

11th. That the Fort Major ſhall be allowed for his ſervice the following fixed eſtabliſhment:

One Engliſh writer,	R^{s} per month.
Sircars,	
Weighmen's office,	
Servants, paper, &c.	

12th. That he ſhall keep an account of all victualling ſtores, ſpecifying the dates of all the receipts and iſſues for the occaſional inſpection of the Board.

The profit of the agent is to conſiſt only of a commiſſion or percentage on the firſt amount of the ſtores. This I have left a blank, wiſhing to fix it at a ſum which the other members of the Board may think reaſonable. Many of the articles, ſuch as ghee, ſalted meat, and dried fiſh, will be a total dead loſs, at leaſt ſo I judge from former experience; with good management he may ſave himſelf in the articles of grain and fire wood. The waſte in oil, Madeira wine, arrack, and vinegar, is certain. The proportion which theſe loſſes may amount to, may be aſcertained by conſulting thoſe who have had dealings in the ſeveral articles of the contract.

The commiſſion ſhould be made up of the following heads:

1. Loſs by decay, waſtage, and variations of the market.
2. Compenſation for the agent's trouble.
3. Servants wages, cooley hire, and other expences.

I ſuppoſe that he will neither gain nor loſe by the firſt purchaſe, which I believe is exactly conformable to the market prices, of which I have taken ſome trouble to inform myſelf.

An advertiſement for a contract for ſuch ſtores would be improper; it would be to tell the world what proviſion was made for the defence of the garriſon.

The benefit to reſult to the Company from this plan is, firſt, to have a continual and certain ſupply of a known quantity of proviſions for the garriſon, good, and always fit for uſe; and, ſecondly, to have the expence attending them fixed to one ſum for the firſt purchaſe, and to one annual ſum ever after, free from all hazard of deficiencies, decay, and contingent expences.

If the plan will anſwer theſe ends, it will produce an effect unknown, I believe, in any garriſon in Aſia or in Europe.

Ordered, That all the papers referred to in the above minute be entered after the conſultation.

Mr. Francis deſires to record the following minute,

I agree with the Governor General, that it is proper in all circumſtances, and more particularly perhaps in the preſent conjuncture, that a ſtore of proviſion ſhould be collected and depoſited in Fort William. The exiſtence of a fort and garriſon implies the poſſibility of a ſiege, and of courſe the neceſſity of being prepared for it, or at leaſt againſt an immediate alarm, in which multitudes would hurry into the fort, without the means of ſubſiſtence. The alarm itſelf would probably diſperſe the people who ſupply the Bazars, and make it difficult to collect a ſufficient quantity of proviſions at the time when they might be moſt wanted. But a ſupply neceſſary to anſwer ſuch an emergency need not, in my opinion, be extended to the expectation of a regular continued ſiege of four months. I am not convinced of the poſſibility of any European power landing ſuch a force in Bengal as would be ſufficient, firſt to beat and diſperſe our army in the field, and then to inveſt and lock up the ſuppoſed number of fifteen thouſand men in the fort for four months. Such a force, I preſume, could neither bring proviſions with them equal to the time, nor find ſubſiſtence in the country. The latter could not be done, unleſs they were in peaceable poſſeſſion of the provinces, and had no military object to attend to, but the

BELLI's AGENCY.

EXTRACT of Bengal Secret Conſultations, the 4th November 1776.

THE Governor General delivers in the following Minute:

The Governor General recommends the following plan for ſupplying the garriſon of Fort William with a continual ſtore of proviſions ſufficient for a ſiege. He ſuppoſes the probable number of Europeans to conſiſt of 2,500 men, and of Sepoys and other natives attendant on the garriſon, 13,000, as per eſtimates, N° 1 and 2: On theſe data the eſtimates N° 3 and 4 of the proviſions required for Europeans and natives reſpectively are formed; N° 5 is the aggregate of theſe, and contains an account of all the articles and victualling ſtores propoſed to be kept up.

1ſt. That an agent be appointed for proviſion of victualling ſtores for the garriſon of Fort William.

2nd. That he do without delay provide the ſtores mentioned in the indent N° 5, in the full quantities of each therein ſpecified, at the current Bazar rates, delivering muſters of each article, with their prices, for the previous approbation of the Board.

3d. That proper places in the fort be allotted for their reception, and that they be placed under the joint charge of the agent and of the Port Major, who ſhall each keep ſeparate keys of the ſame.

4th. That for the purpoſe of keeping up a conſtant ſupply of freſh and good ſtores, the agent ſhall be required to change them, and to ſupply their places with new ſtores ſo often as may be neceſſary to prevent their decay, and that he be permitted to diſpoſe of the old ſtores in any manner which he ſhall think proper, at his own riſk.

5th. That the agent be allowed an annual commiſſion, of per cent. upon the prime coſt of all the ſtores ſo provided, which ſhall be paid him annually, the firſt payment to commence on the 1ſt May, 1777, and which ſhall be a full allowance for his trouble, riſk of the markets, loſſes by decay and waſtage, ſervants wages, cooley hire, and all other expences, of what nature ſoever.

6th. That as Medeira wine is now at a lower rate than it has ever yet been known, and as, for the ſame reaſon, it may be expected to riſe conſiderably in the price of the future importations, the commiſſion upon this article be reckoned on the full quantity to be kept in ſtore at the current price of each year, to be aſcertained by the medium of the ſales, at outcry.

7th. That the agent ſhall be allowed 25,000 rupees in advance for his firſt purchaſes, and the ſame ſum for every ſupply delivered by him to that amount, until the whole deliveries and payments ſhall be completed.

8th. That if it ſhall be judged neceſſary at any time to encreaſe the quantity of any article or articles of the ſtores, or to provide others not ſpecified in the original indent, he ſhall be allowed the advance commiſſion upon theſe, as upon the former.

9th. That the Fort Major ſhall examine every delivery of ſtores, and ſhall reject ſuch as ſhall be inferior to the muſters which for that purpoſe ſhall be delivered into his charge, and ſhall be annually changed for others of equal quality, and he ſhall certify the quantity of each delivery; and his certificate ſhall be the agent's voucher for every ſuch delivery.

10th. That

10th. That the Fort Major ſhall in like manner certify every quantity which ſhall be taken away by the agent, and this certificate alſo ſhall be a voucher for the quantity ſo taken away, but the Fort Major ſhall not ſuffer any quantity to be removed, until he ſhall have received a formal notification from the agent that he has a like quantity ready to replace it, which ſhall be done within ten days of ſuch notification.

11th. That the Fort Major ſhall be allowed for his ſervice the following fixed eſtabliſhment:

One Engliſh writer,	R^{s} per month.
Sircars,	
Weighmen's office,	
Servants, paper, &c.	

12th. That he ſhall keep an account of all victualling ſtores, ſpecifying the dates of all the receipts and iſſues for the occaſional inſpection of the Board.

The profit of the agent is to conſiſt only of a commiſſion or percentage on the firſt amount of the ſtores. This I have left a blank, wiſhing to fix it at a ſum which the other members of the Board may think reaſonable. Many of the articles, ſuch as ghee, ſalted meat, and dried fiſh, will be a total dead loſs, at leaſt ſo I judge from former experience; with good management he may ſave himſelf in the articles of grain and fire wood. The waſte in oil, Madeira wine, arrack, and vinegar, is certain. The proportion which theſe loſſes may amount to, may be aſcertained by conſulting thoſe who have had dealings in the ſeveral articles of the contract.

The commiſſion ſhould be made up of the following heads:

1. Loſs by decay, waſtage, and variations of the market.
2. Compenſation for the agent's trouble.
3. Servants wages, cooley hire, and other expences.

I ſuppoſe that he will neither gain nor loſe by the firſt purchaſe, which I believe is exactly conformable to the market prices, of which I have taken ſome trouble to inform myſelf.

An advertiſement for a contract for ſuch ſtores would be improper; it would be to tell the world what proviſion was made for the defence of the garriſon.

The benefit to reſult to the Company from this plan is, firſt, to have a continual and certain ſupply of a known quantity of proviſions for the garriſon, good, and always fit for uſe; and, ſecondly, to have the expence attending them fixed to one ſum for the firſt purchaſe, and to one annual ſum ever after, free from all hazard of deficiencies, decay, and contingent expences.

If the plan will anſwer theſe ends, it will produce an effect unknown, I believe, in any garriſon in Aſia or in Europe.

Ordered, That all the papers referred to in the above minute be entered after the conſultations.

Mr. Francis deſires to record the following minute,

I agree with the Governor General, that it is proper in all circumſtances, and more particularly perhaps in the preſent conjuncture, that a ſtore of proviſion ſhould be collected and depoſited in Fort William. The exiſtence of a fort and garriſon implies the poſſibility of a ſiege, and of courſe the neceſſity of being prepared for it, or at leaſt againſt an immediate alarm, in which multitudes would hurry into the fort, without the means of ſubſiſtence. The alarm itſelf would probably diſperſe the people who ſupply the Bazars, and make it difficult to collect a ſufficient quantity of proviſions at the time when they might be moſt wanted. But a ſupply neceſſary to anſwer ſuch an emergency need not, in my opinion, be extended to the expectation of a regular continued ſiege of four months. I am not convinced of the poſſibility of any European power landing ſuch a force in Bengal as would be ſufficient, firſt to beat and diſperſe our army in the field, and then to inveſt and lock up the ſuppoſed number of fifteen thouſand men in the fort for four months. Such a force, I preſume, could neither bring proviſions with them equal to the time, nor find ſubſiſtence in the country. The latter could not be done, unleſs they were in peaceable poſſeſſion of the provinces, and had no military object to attend to, but the

ſiege of Fort William. This ſuppoſes the previous conqueſt of Bengal, by an army penetrating into the heart of an enemy's country, and leaving the principal fortreſs behind them. A plan of that nature might do temporary miſchief, but muſt end in the ruin of the invaders.

It is poſſible, I confeſs; and this I think is an object that demands the attention of Government, that the Commandant of Chunar might be inſtructed to form magazines of ſtores; and that he might conduct his meaſures for that purpoſe with ſecrecy. At all events, the firſt thing to be done, in caſe of an invaſion, would be to ſecure Chandernagore.

The object againſt which I think a proviſion of ſtores ſhould be made is, the immediate alarm, the firſt effects of it, and the neceſſity of ſubſiſting a multitude of people for a ſhort period. Three months is the utmoſt I ſhould provide for in any of the periſhable articles. A greater ſupply of the other articles, ſuch as rice, oil, ſugar, ſalt, and fire wood, might be depoſited, without loſs or inconvenience.

On theſe principles, ſuppoſing the quantity diminiſhed in proportion, I ſhould not regard the loſs which Government might incur by waſte or decay in the periſhable part of the proviſions. If any tolerable care be taken by the agent and overſeer, it could not be a conſiderable object. The firſt ſhould be a Britiſh ſubject of eſtabliſhed character and credit. The preſent Fort Major is undoubtedly a qualified perſon in every reſpect for the duty aſſigned to him, and equal to any truſt; but I think that officially there ſhould be ſome check or controul vetted in the acting Commandant of the Fort, to inſpect the ſtate of the ſtores for the uſe of the garriſon under his command, for the ſafety of which he is immediately reſponſible.

I ſee no material objection to the propoſed regulations, and I would not cavil about trifles. As to the amount of the Agent's commiſſion, I confeſs myſelf unable to judge by what principle it can be determined with accuracy. The opinions of perſons of credit converſant in the inland trade, and who may have dealt in the ſeveral articles of ſupply, and are acquainted with the ſtate and ordinary fluctuations of the markets, ſhould be taken on this point. If the ſervice be neceſſary in any degree, it is a ſervice of the firſt neceſſity, and ſhould not be ſtinted for the ſake of any inconſiderable ſaving, which in the event perhaps might only be apparent.

While this ſubject is before us, I wiſh to recommend to the attention of the Board another object of ſupply, which in the caſe ſuppoſed would not perhaps be leſs neceſſary than that of proviſions, I mean a depoſit of caſh ſufficient to anſwer the indiſpenſable demands of Government for a given time. The Court of Directors, in the year 1770, were of opinion, that 30 lacks in ſpecie ſhould conſtantly be reſerved in the Treaſury; and they expreſsly gave the precedence to this object, even before the diſcharge of their bonded debt. I beg leave to annex a copy of the orders alluded to. Their ideas were in part the foundation of that opinion, which was oppoſed to the total and immediate liquidation of the debt.—Whenever an invaſion ſhall happen, it is not to be douhted that every rupee in the hands of the natives will diſappear. The tie by which a number of wealthy perſons were attached to the intereſt of the Company is diſſolved; and to borrow money, or even to collect the rents, in ſuch a country as Bengal, while the alarm of an invaſion exiſts, is a reſource I preſume not to be thought of. I would therefore adviſe that, if there be an unappropriated ſurplus now in the Treaſury, as far as thirty lacks of ſicca rupees, at the leaſt, it ſhould be immediately removed, and depoſited in the New Fort.

If we are not in a condition to make ſuch a depoſit, I muſt attribute it to that meaſure, which threw into the hands of individuals a ſum of money which they did not want; and under the pretence of ſaving to the Company a penſion of two lacks, not likely to be felt either as a ſaving or a loſs, annihilated a capital fund of forty lacks, the only one, perhaps, on which we could depend for the ſafety of the territory.

4th Nov. (Signed) P. FRANCIS.

EXTRACT

EXTRACT of a Letter from the Court of Directors to the Select Committee, 23d March 1770.

Para. " Having thus apprized you that every other conſideration is to give place to the eſſential and primary object of your inveſtments, we ſhall readily admit that the next concern is, to have a large balance remaining in your Treaſury, to which end we do agree that your preſent debt at intereſt may continue until you ſhall have in Calcutta to the amount of upwards of thirty lacks of rupees, and then the ſums only exceeding thirty lacks ſhall be applied to the reduction of the debt. This once diſcharged, or reduced to the amount only of the military fund, we may reaſonably hope for ſuch an accumulation of your Treaſury as will, ere long, be ſufficient for any emergency."

The Governor General.

The papers compoſing my plan for the ſupply of garriſon proviſions were drawn up before the minute in which I recommended Captain Kyd to fill the office of Secretary to a new military Council. The duties of this office will employ as much of his time as he can ſpare from his other avocations. For this, and the other reaſons urged by Mr. Francis, I adopt and recommend the alterations propoſed by him in the check propoſed to the Agent, namely, that the officer commanding for the time being in the fort be entruſted with one of the ſet of keys of the victualling ſtore rooms, with the charge and powers propoſed in the plan to be veſted in the town Major. I alſo acquieſce in the reduction propoſed of the quantities to be kept in ſtore, to a quantity equal to three month's conſumption, inſtead of four. I alſo agree to the propoſal of laying up 30 lacks of rupees, a fund for military exigencies, in the fort. In my opinion, the groſs amount of the public treaſure ought always to be depoſited in the fort. I think Mr. Francis's propoſal ſufficient, and I will look out for a proper place in which the money may be lodged. I beg leave to add a few other ſhort obſervations on Mr. Francis's minute. I do not think there is more danger of an invaſion from the French at this time, than there has been theſe five years paſt; and I am in my own mind firmly perſuaded that they never will attempt it by ſea. The dangers and difficulties attending it are, in my comprehenſion of them, inſurmountable; but I do not think this will acquit the Board of blame, in omitting to provide againſt even the poſſibility of ſuch an event. If the fortreſs itſelf is neceſſary, it is equally neceſſary it ſhould have men to defend it; that it ſhould have military ſtores to enable them to ſuſtain a ſiege, and proviſions on which they may ſubſiſt. We have a full Treaſury, and every rupee of it, which we can employ in uſeful purpoſes, will revert to us in part by its circulation. I think it neceſſary further to add, that all the articles, and every one of the moſt neceſſary articles that I have propoſed to lay in ſtore, might be collected from the markets of Calcutta, in a quantity far exceeding that now required, with a very few days notice; but though this may be the caſe in a time of peace and quiet, I doubt whether they could be procured amidſt the firſt hurry and terror which would affect the minds of the people in caſe of actual invaſion. Upon the whole, I confeſs, that in the plan propoſed I wiſh rather to guard againſt poſſibilities than probabilities, and to accommodate my own conduct, in an inſtance of ſo public a nature, to what I believe to be the opinions and expectations of others yet more than my own. I wiſh to receive the further ſentiments of the other Members of the Board upon the plan itſelf, before I propoſe what remains for the concluſion of it.

Mr. Barwell aſſents to the Governor General's propoſal, with the alterations above mentioned.

Ordered. That the Secretary requeſt the opinions of ſome of the principal merchants in Calcutta, ſeparately, on the amount of commiſſion which ought to be allowed for providing the articles propoſed, and that the blank in the Governor's minute do remain until this report be received.

EXTRACT

EXTRACT of Bengal Secret Conſultations, the 2d December 1776.

General Clavering.

The Court of Directors have been often amuſed with projects of private benefit and jobs, concealed under the cloak and appearance of the public good, decorated with all the colours that artifice, and an affected zeal for the Company's proſperity, could give them, that it will not ſurprize, after their experience of the fallacy of them, that they may doubt a little whether the preſent project for victualling the fort, as it is propoſed by the Governor General, may not conceal likewiſe a job to ſerve a dependent. The hiſtory of the laſt ſix weeks would authoriſe any ſuſpicion that can be formed, that nothing leſs than the Company's intereſt has been conſulted, in the various meaſures that have been adopted, whether in this department, in that of the revenue, or the Board of Inſpection. The papers which have been laid before the Board by the Governor General, for victualling the fort in caſe of a ſiege, were prepared by my orders, and laid by me before the Board of Ordnance, with an intention that Government ſhould be at all times informed of the different articles that were neceſſary to ſupply the fort in caſe of an exigency. I did not mean to propoſe making any immediate proviſion of the articles, excepting of rice and firewood, till we had certain and preciſe advices of danger threatening this ſettlement; and I had intended that thoſe articles ſhould have been laid into the fort without the leaſt expence to the Company. I meant, that the perſon who ſhould have the commiſſion for laying in thoſe two articles, ſhould derive his profit for his labour on the ſale of one half of them annually, and to re-purchaſe the ſame quantity at the proper ſeaſons for laying in the ſupply. I underſtand, that a profit might be derived from the method of ſelling theſe articles when they are at the deareſt, and buying when they are at the cheapeſt, that would ſufficiently indemnify the Agent for his trouble. Nothing more would be required by this plan, than to make the neceſſary advances for the firſt purchaſe, the Company not ſuffering any loſs either by the waſtage of ſtores, or by paying a per centage for the purchaſe of them. I ſhall therefore object for the preſent to any other ſtores being laid in than rice and firewood, as well as to any commiſſion being given to any body for that purpoſe.

EXTRACT of Bengal Secret Conſultations, the 13th January 1777.

Mr. Francis.

In my minute of the 4th November, I propoſed, that in order to determine the amount of the Agent's commiſſion, the opinion of perſons of credit, converſant in the inland trade, and who may have dealt in the ſeveral articles of ſupply, and are acquainted with the ſtate and ordinary fluctuations of the markets, ſhould be taken. Meſſrs. Robinſon, Killian, and Croftes, have reported, that 20 per cent. is a reaſonable commiſſion, and I abide by their opinion. I did not underſtand that the Commandant of the fort was to be ſtorekeeper, but that officially there ſhould be ſome check and controul veſted in him, to inſpect the ſtate of the ſtores for the uſe of the garriſon under his command, for the ſafety of which he is immediately reſponſible.

7th January 1777. (Signed) P. FRANCIS.

I abide by the opinion I have already given on this ſubject.

(Signed) R. BARWELL.

I ſhall readily acknowledge I have no longer cauſe to complain of the conciſeneſs of the General's objections to my plan for victualling the fort; though his laſt minute conſiſts of little more, in points of argument, than the former, being chiefly compoſed of multiplied invectives, groundleſs conjecture, and unfair inſinuation, neither ſupported by facts, nor demonſtrated by reaſoning. I ſhall therefore reſt the defence of the meaſure on the arguments I employed

ployed in anſwer to the General's firſt minute, and confine my preſent reply to two objections brought in his laſt, principally againſt the Agent.

The General ſtrongly diſapproves of the Agent, becauſe he is not a ſervant of the Company, and introduces ſeveral invidious remarks on the choice being made of my private Secretary for the charge of providing the ſtores. The command of the garriſon is veſted ſolely in me, during times of peace, and I regard it as a duty incumbent on me, to keep it in ſuch a ſtate of ſecurity, as to reſiſt at leaſt any ſudden impreſſion whenever a war takes place; hence I conceive the neceſſity of keeping up a conſtant ſupply of victualling ſtores. The care and proviſion of them is my peculiar province: I alſo am reſp nſible for the conſequences; and it behoves me to delegate the truſt to a perſon in whoſe integrity long experience warrants my confiding.

I am unacquainted with any law or inſtructions reſtricting my choice to a ſervant of the Company for this employment, I am concerned, that the General, on this occaſion, compels me to quote his own example, in the inſtance of Captain Webber, who, though no ſervant of the Company, who though his Aid de Camp, has been appointed under his patronage to poſts in the eſtabliſhment formed for the Nabob of Oude, which, if univerſal report may be credited, have yielded him emoluments far more valuable than all the employments which I have ever beſtowed in my life.—Nothing, in my opinion, can be more forced or unnatural, than the General's ſuppoſition of a colluſive monopoly of grain between the Agent and the Aumeens, who are to be ſent into the different diſtricts of Bengal, for purpoſes wholly unconnected with every idea of trade; and I believe he is the only perſon who could have formed ſuch a ſuggeſtion, and produced it as an objection to my committing the ſupply of the proviſions to a perſon in my confidence.

To obviate the ill effects which the General's prejudices or miſtakes might create in the minds of thoſe who are unacquainted with the nature of theſe offices to which he has alluded, and are but too much diſpoſed to look for abuſes in all authority which they do not underſtand, it may here be neceſſary to explain, that the ſole function of the Aumeens is, to compile the neceſſary papers of Government, for aſcertaining, to the greateſt poſſible degree of preciſion, the true value of the lands, in order to form the new ſettlement of the public revenue.

They are inveſted with no powers which could give them excluſive advantages in buying or ſelling.

A common Gomaſtah ſent under my influence (if my influence can give them extraordinary privileges) could deal on an equal footing with them; nor is it poſſible to believe, that, having undertaken a meaſure of the laſt importance, on the ſucceſs of which my reputation and future proſpects eſſentially depend, I ſhould increaſe the obſtacles avowedly raiſed to it by two Members of the adminiſtration, and hazard its defeat, by diveſting the attention of thoſe employed in the execution of it, for the trifling conſideration of adding a few rupees to the profits of my Secretary.

The utility or inutility of the meaſure which has given riſe to theſe objections and anſwers, will be beſt proved by its effect; and, that this may be fairly made, I pledge myſelf that Mr. Belli ſhall keep exact account of the purchaſes, charges, and expenditure, of all the ſtores committed to his charge, and I will become reſponſible for his producing them before the board, if ever the Court of Directors ſhall be pleaſed to order it, and that the profits ariſing therefrom ſhall be paid into the Company's treaſury, and appropriated as they ſhall direct, if they ſhould not deem them the juſt reward of Mr. Belli's ſervices and fidelity.

(Signed) WARREN HASTINGS.

The objections I have made to the victualling the fort by the Governor General's Secretary, are notand cannot be anſwered by him.

The inſtance the Governor General brings of Captain Webber commanding a regiment in the Vizier's ſervice, is brought to compare with his Secretary having the appointment of Agent

Victualler in the Company's ſervice. The one is not forbidden by the Company, the other is expreſsly.

The Board has ordered all the accounts of money paid to the Nabob's Officers to be laid before them, when it will appear whether Captain Webber has received more or leſs than he is intitled to. If the former, I hope he will be puniſhed. I will never protect any man who is guilty of malverſation or fraud; and the Governor General knows that I even parted with my Banyan on hearing that he had preſumed on my protection, to do an act which he very well knew was ſo contrary to my intentions as the taking a farm. In regard to the Governor General's malevolent inſinuations of the emoluments which Captain Webber has received, I muſt beg the Court of Directors will ſuſpend their opinion till the accounts come down. If he may be credited, he is not yet paid what he has diſburſed for the purchaſe of horſes, and is now very much in debt on that account. I beg leave to aſſure the Governor General, that I am not ſingular in ſuppoſing the Aumeens may not be ſo totally occupied with his accounts as not to have leiſure to give a little aſſiſtance to his Secretary in purchaſing his ſtores. It is impoſſible for the Government to know what powers they may uſurp. They only correſpond with the Governor General, and are only accountable to him for their conduct.

(Signed) J. C.

All the above opinons having been received before the cloſe of the Triton's packet, the Secretary cauſed copies to be prepared and tranſmitteed to the Court of Directors; and mention was made in the general letter, of the reſolution of the Board to allow an annual commiſſion of 30 per cent. to the Agent on the proviſion of the ſtores required for the ſupply of the fort.

Agreed, That the above reſolution be now recorded in this place.

Governor General —I move that Mr. Belli be appointed Agent of victualling ſtores for the garriſon of Fort William, according to the plan recommended by me on the 4th of November.

Mr. Francis.—I agree.

Mr. Barwell agrees.

General Clavering.—I object. There is actually a Company's ſervant who is nominally in the poſſeſſion of this office; this ſervant, Mr. Johnſon, muſt be firſt removed before another is appointed.

The Governor General.—I believe there is no ſuch appointment.

General Clavering.—I move that this matter be ſuſpended until the fact be aſcertained by the Secretary.

Reſolved, That this appointment be ſuſpended until the Secretary ſhall have aſcertained whether Mr. Johnſon holds the office of Agent Victualler by the appointment of the Board.

EXTRACT of Bengal Secret Conſultations, the 16th January, 1777.

The Secretary having referred to the Conſultations for the appointment of Mr. Johnſon to the office of Agent Victualler, according to the orders of the Board laſt Council day, ſent round the following report.

Having

Having carefully referred to the records in my office for the appointment of Mr. Johnſon to the poſt of Agent for the ſupply of victualling ſtores to the garriſon, I beg leave to acquaint the Board that no ſuch appointment appears on the conſultations. The only proceedings of the Board reſpecting a ſupply to the fort, before the late minutes on that ſubject, I have extracted, and take the liberty to circulate with this.

(Signed) J. P. AURIOL, Secretary.

EXTRACT of a ſeparate Conſultation in the Secret Department, on Captain Lockhart Ruſſull's Return from Madagaſcar, with Intelligence dated 2d November 1771.

The Board are of opinion, that the military Committee ſhould be deſired to direct Colonel Campbell to commence theſe works (proper magazines for ſtores and proviſions for a large garriſon) with all expedition which the ſtores and materials in hand will admit of; and furthermore, that the Governor be deſired to take ſuch meaſures for ſecuring a ſupply of neceſſary proviſions for the place as may be calculated for the ſubſiſtance of a garriſon of ten thouſand men for three months; that every article of proviſion, which may be eſteemed ſoon periſhable, ſhould be ſold every ſix months, and a freſh ſupply laid in ſtore.

It having been agreed to appoint Mr. John Belli to the Poſt of Agent for the ſupply of victualling ſtores for the garriſon of Fort William, his appointment was accordingly ſignified to him, and in general orders.

Read the following letters from the Agent Victualler.

To J. P. Auriol, Eſquire.

Sir,

I have been favoured with your letter of this day's date, tranſmitting to me my appointment of Agent for the proviſion of victualling ſtores for the garriſon of Fort William; together with a copy of the plan for the execution of that duty, and the commands of the Honourable the Governor General and Council relating to it: In obedience to which, I ſhall furniſh the muſters as ſoon as poſſible, and diligently and ſtrictly execute the truſt with which the Board have been pleaſed to honour me.

I am, &c.

Fort William,
15th January 1777.

(Signed) JOHN BELLI.

To J. P. Auriol, Eſquire.

Sir,

In obedience to the commands of the Honourable the Governor General and Council, communicated to me in your favour of the 13th inſtant, I herewith ſend you muſters of the different kinds of grain ſpecified in the indent, with the market prices of each ſort marked on each particular paper. Muſters are alſo ſent of ſugar, ſalt, Maderia wine, arrack, and vinegar, and of ghee and oil.

If

If the Board approve of these musters, and fix on the qualities it is their pleasure I should furnish, the instant I am acquainted with their determination I shall begin my purchases; for which reason I should be glad, when I receive intelligence of it, to be favoured with an order for the advance of money.

For William, I am, &c.

15th January 1777. (Signed) JOHN BELLI.

P. S. Enclosed is a list of the article accompanying this, with their market prices. I have not sent in musters of straw, beef, pork, fish, and firewood, because there is but one standard for these articles, namely, the best that can be got, and I therefore thought it would only be giving the Honourable the Governor General and Council an unnecessary trouble to examine them.

I am, &c.

(Signed) JOHN BELLI.

EXTRACT of the General Letter from Bengal, dated the 10th December 1784.

Par. 62. The contract for victualling the garrison expiring on the 4th October last, we adverted to the necessity of appointing a proper person to receive charge of the depôt Mr. Belli was engaged thereby to make, at the respecting periods on which the several branches of it should be deliverable, and accordingly invested Mr. R. C. Plowden with this charge, allowing him a commission of 8 per cent. on such purchases and sales as he might hereafter think proper to direct. For our minute, constituting this appointment, we beg to refer you to our consultations, 21st September 1784.

63. We have the pleasure to acquaint you, that the first sales took place on the 2d instant, according to the mode prescribed in the consultation above referred; and, in justice to Mr. Belli, we deem it incumbent on us to state the amount for which the above articles were laid in by him; viz.

	A Rs.	26,950
And the amount of their sales	—	45,252
Difference	A Rs.	18,302

Such an instance of integrity, as it is proved by the above difference, which becomes a clea profit to the Company, deserves our highest encomium.

COPY of proposed Paragraphs to Bengal, as approved by the Board of Commissioners.

76. We have taken a view of your proceedings since the expiration of the contract with Mr. Belli, relative to keeping up a depôt of victualling stores in the garrison of Fort William— and most heartily concur with you in applauding the conduct of Mr. Belli, whose fidelity and assiduity in the discharge of his duty is fully proved by the circumstances brought forward to our notice in the 63 par. of your general letter of the 10th December 1784.

77. We

77. We agree with you in the neceſſary of keeping a regular and continued ſupply of proviſions at Fort William, to anſwer any particular emergency; at the ſame time we wiſh to render the ſame as little expenſive as poſſible. We conceive that the frugality or exorbitancy of that expence, depends in a great meaſure on the mode in which thoſe ſupplies are provided. We ſee no reaſon to doubt that the meaſures you have taken, as ſtated in your different letters and conſultations, have been directed to that object; but, as you obſerve that a reduction of the former expence in ſupplying Fort William with an annual ſtore of proviſions, can only be made by regular and gradual experiments, we expect, now that you have had the benefit of more experience, and have examined the ſubject to the bottom, you have come to a deciſion upon it, and will with your firſt covenience report it to us, together with the reaſons which have induced you ultimately to form that deciſion.

78. One obſervation it is impoſſible for us not to make, upon the whole of what you have laid before us.—The garriſon ſtore keeper is not only to receive a commiſſion of 8 per cent. on furniſhing the neceſſary articles, but alſo a like commiſſion on ſuch ſtores as it may be deemed neceſſary to diſpoſe of; we are therefore naturally led to aſk, Wherein is the check eſtabliſhed, either to prevent his not urging you to purchaſe, from time to time, a greater quantity of ſtores than may be really neceſſary, or in the proper care of the ſtores when purchaſed, ſo as that they may not be again diſpoſed of, on growing unſerviceable, before it would be otherwiſe neceſſary ſo to do.

79. By this obſervation, we do not mean to caſt the moſt diſtant reflection on the conduct of your preſent garriſon ſtorekeeper, Mr. Plowden; we only wiſh to draw your attention more cloſely to the ſubject, which we hereby direct you to reviſe, with a reference to our former ſentiments thereon, as contained in our general letter of the 23d December 1778.—And, as the keeping a conſtant ſupply of proviſions, ſufficient for the ſupport of 3000 Europeans, and 9000 native troops, for three months, muſt unavoidably be attended with no inconſiderable expence, ſuch a mode muſt be adopted, whether by contract or otherwiſe, as will confine that expence within the narroweſt bounds, conſiſtently with the good of the ſervice to be performed.—We are furniſhed with a regular eſtimate of the quantity of proviſions neceſſary to form this depôt, but are unacquainted with the actual charges thereof (though we obſerve General Clavering eſtimated them generally, in January 1777, at three lacks of rupees) which we hereby direct may accompany your advices on this ſubject, ſo ſoon as the ſame ſhall have undergone the reviſion herein recommended. A correct knowledge of this expence will likewiſe enable us to judge of the reaſonableneſs or unreaſonableneſs of the per centage now given to the ſtorekeeper, of which we are not at preſent competent to form an accurate opinion; though we are inclined to think that 8 per cent. is too high a commiſſion, and that 5 per cent. would be amply ſufficient. for the ſame reaſon, you muſt ſtate to us the yearly average produce of ſuch of the ſtores as are from time to time reſold.

COPY.—Minute by General Clavering, entered on the Bengal Conſultations, the 13th Janeary, 1777.

EXTRACT of Bengal Secret Conſultations, 13th January 1777.

General Clavering,

HOWEVER ready I am to dedicate my time to the public ſervice, and on all occaſions diſpoſed to examine every propoſal, which may be ſubmitted to me by the Council, with all due attention; I muſt confeſs the invincible repugnance I feel to undertake this taſk, when I perceive on the face of a plan, ſuch as that which is under conſideration for victualling the fort, evident and unqueſtionable marks of a deſign to drain the Company's treaſury, merely to benefit an individual under the ſpecious colouring of public utility.

My ſuppoſing that the agency of this ſcheme was intended for a dependant, was a ſuggeſtion that aroſe, as well from the obvious view I took of it, as from the preſent diſpoſition of the times, when gratifications are diſpenſing on all ſides, with a bounty yet unknown even in this Government.

The declaration which the Governor General has ſince made, that he means to propoſe his Secretary, Mr. Belli, for the agency of victualling the fort, relieves me, I confeſs, from the difficulties I was under in conſidering the plan, connected; as I was ſure it would be, with the private intereſted views of a dependant. Without the expreſs authority of the Governor General, I could not have ventured to ſuppoſe him capable of propoſing a perſon to exerciſe ſo great a truſt, who is not in the Company's ſervice; and ſtill more, that this perſon ſhould be his own Secretary: As to the firſt of them is an impropriety that cannot be carried into execution without a manifeſt breach of the Company's orders, directing that none but Company's ſervants ſhall be employed in places of truſt, ſo the ſecond is replete with ſuch objections as to think are irrefragable. Let me aſk, whether there is not the ſame objection to the Governor General's Secretary being concerned in a Victualling Contract, as there does to his Banyan holding farms, or contracts for the inveſtment? And again, whether by the late Act of Parliament, which prohibits all his Majeſty's ſubjects dealing in certain neceſſaries of life, excepting thoſe who may furniſh them for the Company, the objection of the Secretary being that contractor does not become more forcible?

Beſides the advantage that will accrue to him in dealing in the prohibited articles excluſively, he will have the benefit of the aſſiſtance of the Aumeens, who are going into the diſtricts, to procure every article of proviſion at his own price. It is natural to ſuppoſe, that thoſe people will endeavour to recommend themſelves to their patron, by the exerting of their power in favour of his Secretary; after this, when he brings his proviſions to Calcutta, will not the quantity he will have in hand, enable him at all times to fix the prices of the market, by which the rates of agent's commiſſion of 30 per cent. is to be regulated.

Theſe are the particular objections to the Secretary's dealing in proviſions; it remains to conſider the general ones to the expediency of the meaſure, more eſpecially when the Governor's Secretary is to be the Agent Victualler.

Firſt, I do not admit that it follows of courſe, that the exiſtence of a fort and a garriſon implies the neceſſity of keeping it victualled. None of the fortifications of England, in Scotland, in Ireland, in Guernſey, and Jerſey, have a ſingle article of proviſion in them. They however depend, as well as Fort William, on the ſupplies that may be thrown into them on the firſt alarm; though the ſame effects, it muſt be ſuppoſed, would follow there, which the Governor General repreſents would happen in Bengal on an invaſion. He ſays, "almoſt all the articles, "and every one of the moſt neceſſary articles that he has propoſed to lay in ſtore, might be col- "lected from the markets of Calcutta, in a quantity far exceeding that now required, with a "very few days notice; but though this may be the caſe in time of peace and quiet, he doubts "whether they could be procured amidſt the firſt hurry and terror, which would affect the "minds of the people, in caſe of actual invaſion." In effect, ſo far ſhould we be from wanting, in ſuch an exigency, many of the articles, that the merchants who keep them in ſtore would think themſelves but too happy if they could be permitted to ſecure them, as Madeira wine, &c. in the fort, amounting to much more than poſſibly could be wanted. But if the proviſion of any kind of ſtores ſhall be judged neceſſary, it appears to me, that it ſhould be in the bulky articles, as fire wood and rice; which, as I mentioned in my former minute, might be provided without the ſmalleſt expence to the Company; though I believe, if the whole ſum that is intended to be appropriated for theſe ſupplies were to be ſet apart, ſuch a reſource would, on an exigency, furniſh the garriſon with a much more plentiful and wholeſome ſupply, than the annual expenditure of it can do by laying up the ſtores.

I conclude, therefore, that if it be admitted, that wherever there is a fort and garriſon, there muſt be likewiſe victualling ſtores laid in, the ſame neceſſity will be ſoon urged for the appointment of an Agent Victualler at Chunar, as well as Fort William, and perhaps with more oſtenſible reaſons to ſupport it, as that place is a frontier garriſon.

My ſecond objection goes to the manner with which the ſtores are to be provided. The Company direct that contracts ſhall be advertiſed; but the Governor General, foreſeeing that his Secretary

cretary could not obtain the victualling ſcheme on that footing, but on the loweſt terms, endeavours to remove the objection by ſaying, "That the world would know what proviſion was "made for the defence of the fort;" as if the knowledge that there was three or four months proviſion in it, beſides what might be thrown in at a few hours notice, would invite rather than diſcourage an enemy to attack it. So curious an argument requires no other refutation.

My third objection goes to the proviſions for fifteen thouſand men, that is to ſay, for three-fourths of our army. I ſuppoſe the intended Agent Victualler propoſed this number of them.

Fourth objection: The immenſe profits of the agent. Upon a rough calculation, I conjecture the coſt of the proviſions to be furniſhed will not be leſs than three lacks of rupees; and conſequently the Agent's commiſſion of 30 per cent. is ninety thouſand.

If I underſtand the propoſal right, the Agent, after ſupplying the full quantity of ſtores required, is to change them as often as may be neceſſary to prevent their decay. But there is no ſtipulation mentioned to compel him to perform this part of the propoſition; and therefore, without incurring a penalty, he may, if he pleaſes, leave all his putrid ſtores on our hands, and walk off with his 90,000 rupees. In this caſe, ſhould there be found ever another majority of the Board who would vote for a freſh ſupply, the ſame ſum as before muſt be thrown away, and the ſame profits renewed to the dependant, whoever he may be.

Let it, however, be granted, that he will perform the profeſſed engagement in the plan, by renewing the ſtores when neceſſary; may not that neceſſity occur, for many of the ſtores, two or three times in the year? Conſequently the commiſſion on the purchaſe will operate juſt ſo many times in his favour.

In the view I have hitherto taken of his gains, I have only conſidered him as agent; it is fair now to ſee what he will get as merchant.

Thoſe perſons who buy proviſions up the country generally reckon on a profit from 15 to 25 per cent. on bringing them to Calcutta. I take it for granted, that Mr. Belli, with the advantages that he will in courſe poſſeſs from his connection, may be ſecure of a gain of 20 per cent. even ſuppoſing him to confine his purchaſes to the quantity required. This will add ſixty thouſand more to the profits of his commiſſion, in all 1,50,000 in an half a year from his firſt deliveries only.

Fifth objection, to the making the Commandant of the fort the Storekeeper. According to the 9th article of the plan, he (it was at firſt the Fort Major) is to keep the muſter, or ſample of the ſtores; he is to examine all deliveries by them; he is to viſit conſtantly the magazine, to inſpect the condition of them; he is to attend to the re-delivery of them to the Agent, that they may be changed, and to grant certificates for taking them away: Finally, he muſt keep a ſet of books. Suppoſing the Commandant had leiſure and a ſufficient knowledge of ſtores to be able to accompliſh theſe various duties, every one muſt ſee the diſagreeable predicament he muſt ſtand in; can it be almoſt expected, that he will riſk the favour of the Governor General, in rejecting bad proviſions, or condemning thoſe that are putrid; yet if he does not, he expoſes the whole garriſon to die of the plague: I do not think the propoſed Agent would be guilty of thoſe frauds, which are ſo frequently committed by Victualling Contractors in all parts of the world; but this does not prevent every one wiſhing to ſee the agency for ſo important a truſt filled by a perſon no ways connected or protected by favour, as the conſequences of the leaſt complaiſance to him may prove fatal to the very exiſtence of the Engliſh power in Bengal.

Objection the ſixth, on the reaſon aſſigned by the Governor General for wiſhing to make his Secretary the Agent. He ſays it was not becauſe he had been with him four years, on a ſalary of only 300 rupees a month; but from thinking the due diſcharge of a truſt of ſuch importance, and ſo immediately his province, required a perſon on whoſe honour he could depend. Mr. Haſtings's high opinion of Mr. Belli, is, I dare ſay, very well founded; but it ſeems rather injurious to the Company's ſervants, that not one is to be found on whom ſo important a truſt can be confided. I wiſh not to make compariſons, but I muſt be permitted to ſay, that if the goodneſs of their characters cannot avail them in being appointed to poſts of truſt, I ſee no advantage that they enjoy over gentlemen who are out of the ſervice, and only ſuffered to reſide in Bengal by indulgence.

How

How it comes that the Governor General imagines that the recommending an Agent Victualler is his peculiar province I cannot comprehend, as the conſequences of any fraud committed by the Agent would fall not on the Governor General, in caſe of a ſiege, ſeeing the defence of the fort would not reſt with him, but on the Commander in Chief.

I hope theſe objections will convince the Governor General of the inexpediency of his plan for victualling the fort, particularly, when it is to be undertaken by his Secretary; but at leaſt, if theſe objections do not avail, I have a right to expect he will retract the complaint he made againſt me, for uſing hard and coarſe invectives on his plan, inſtead of offering my objections to the propriety of it.

(Signed)

J. CLAVERING.

INFORMATION ſubmitted to the Honourable Houſe of Commons, in obedience to their order, dated Jovis 15 die Februarii 1787, requiring to be laid before the Houſe "copies, or duplicates of a contract entered into between the Governor General and "Council of Bengal, in the year 1779, and John Belli, Eſquire, for furniſhing proviſions for the garriſon of Fort William."

THE contract between the Governor General and Council, and Mr. Belli, for furniſhing proviſions for the garriſon of Fort William, is not entered on the Bengal Conſultations, but the accompanying proceedings were had in the year 1779, relative to the converſion of Mr. Belli's agency, granted to him in 1776, for victualling the fort, into a contract for five years.

East India Houſe,
20th February 1787.

SAM. JOHNSON,
Exr of Indian Correſpondence.

EXTRACT of Bengal General Conſultations, the 26th Auguſt 1779.

Extract Proceedings of the Governor General and Council, in their Military Department, the 9th Auguſt 1779.

READ minute by the Commander in Chief, on the depot of proviſions for Fort William.

Sir Eyre Coote.—I approve of the depot of proviſions, and regulations reſpecting its being kept up.

Governor General.—Having received frequent remonſtrances from the agent for this depot, concerning the heavy loſſes and inconveniences to which he is ſubjected by the preſent indefinite term of his agency, which obliges him to purchaſe the different articles of the ſtores at the current prices of the markets, and in ſuch quantities as are ſpecified in the preſcribed liſts, which in times of ſcarcity can neither be procured of equal qualities, as in ſeaſons of plenty, nor without any encreaſe in the price; ſometimes even greatly exceeding the rates preſcribed in the table formed by the Board;—the Governor General recommends, that the agency be converted into a contract, and be fixed for the term of five years. The Governor General deſires his motion to be inſerted in this place; but, to prevent any delay in paſſing the reſolutions required by the ſubjects expreſsly ſubmitted to the Board by the Commander in Chief, in his minute, he deſires that the opinion of the Board may be received upon it in circulation.

Reſolved

Reſolved, That the agency for furniſhing the depot of proviſions for Fort William be converted into contract, and fixed for the term of five years.

A true Extract.

(Signed) ROBT. KYD,

Secry.

Ordered. That the Company's Attorney do prepare proper deeds to be entered into with Mr. Belli, to oblige him to perform the ſervice of keeping a conſtant ſupply of victualling ſtores in the garriſon of Fort William, upon the terms on which he now executes it by agency.

EXTRACT of Bengal General Conſultations, the 6th September 1779.

THE draft to be entered into with Mr. Belli, for keeping the garriſon of Fort William ſupplied with proviſions for the uſe of a ſiege for five years, according to the plan entered in Conſultation the 4th November 1776; and the reſolution of the Board on the 26th ultimo, having been ſent in by the Company's Attorney, and circulated, the following minutes were returned.

For reference, the following Conſultations were ſent:

4th November 1776.
7th November.
13th January 1777.
16th Do.

Approved. (Signed) WARREN HASTINGS.

(Counterſigned) R. BARWELL.

Art. 1ſt. I refer to my minute of the for my general objections to this contract.

Art. 2d. As the ſchedule or indent, No. 5, which only can determine the propriety of this article, does not accompany the draft of the contract, I can make no remark upon it.

Art. 3d is proper; and I am particularly happy to find, that though my arguments in favour of a joint truſt, upon a recent and ſimilar occaſion, proved ineffectual, they are nevertheleſs adopted on the preſent.

The 4th article is proper, ſo far as relates to periſhable ſtores.

I object to the exceſs of the 5th article.

Art. 6th. By this article the Company will, at the expiration of five years, have paid 150 per cent. for new wine; whereas, by keeping the original ſtock, and allowing a commiſſion upon ſuch part only as is equal to the waſtage, the garriſon will be better ſerved, and the Company's treaſury leſs exhauſted. The ſame obſervation will hold good in regard to all ſpirituous liquors; and as Madeira wine is now at a lower rate than it has ever yet been known, the whole quantity ſhould be immediately purchaſed.

Art. 7th. The ſtores delivered muſt be in proportion to the advances preceding the delivery.

8th. I object to the commiſſion.

9th. Proper, if the perſon is appointed by the Commanding Officer.

Art. 10th. This is proper.

(Signed) EDWARD WHELER.

Ordered, That the contract be engroſſed by the Company's attorney, for ſigning, according to the draft.

Captain FORDE's Contract.

EXTRACT of the Proceedings of the Board of Inſpection, the 16th May 1776.

EXTRACT of a Letter from the Governor General and Council to the Chief at Chittagong.

THE marine eſtabliſhment at Chittagong appears to us to be unneceſſary, ſince the order for ſelling the pilot ſloop: We direct therefore that ſo much of it be ſtruck off as in your opinion is of no public utility, and that you explain to us the nature and ſervices of the reſt.

EXTRACT of the Proceedings of the Board of Inſpection, the 20th February 1777.

The following letters from the Chief of Chittagong having been ſent in circulationon the 18th laſt month, they are now recorded, with the minutes delivered upon them by the Members of the Board.

To the Honourable Warren Haſtings, Eſq; Governor General, &c. Board of Inſpection at Fort William.

Honourable Sir, and Gentlemen,

I have been honoured with your letter of the 16th inſtant, ordering me to ſtrike off as much of the Marine Eſtabliſhment as in my opinion is of no public utility, and that I explain to you the nature and ſervices of the reſt. I here beg leave to obſerve, gentlemen, that it was my intention, had the Amazon Company's ſnow been able to leave this place in conſequence of your late order, to have troubled you with ſetting forth the neceſſity of another veſſel being ſtationed here, as the diſtreſſes frequently experienced by veſſels on this wild coaſt, in the South Weſt Monſoon (even in the laſt ſeaſon) I flattered myſelf would have juſtified the propriety of ſuch an application.

If intelligence is received of ſhips that, by ſtreſs of weather, are driven on this ſhore any diſtance to the ſouthward, no relief can be granted them without a ſtrong veſſel capable of bearing the weather. Theſe diſaſters are frequently happening to private property, and may be the fate of the Honourable Company's veſſel; which would be a melancholy circumſtance, that whole

ſhips

ſhips crews ſhould periſh, and cargoes be deſtroyed, for want of aſſiſtance, which might be yielded from this port. Beſides, Gentlemen, I preſume the liberty to remark, that this is a frontier ſituation, in the neighbourhood of Arracan; the inhabitants of which country, called Muggs, have always proved themſelves exceeding audacious and deſtructive to all the diſtricts in this vicinity, when the terror of a ſtrong force did not check their diſpoſition, which can only be effected perfectly by ſea. However, Gentlemen, if theſe obſervations ſhould not meet with your approbation, I hope you will allow me to continue two of the moſt capable pilots; one being frequently applied for by the Chief of Luckypore, to aſſiſt in the navigation from that place; whilſt the other occaſionally may be ſerviceable for conducting ſuch veſſels into this river (the channel of which is very intricate) as may eſcape the hazardous coaſt to the ſouthward, and be ſo fortunate as to reach this harbour's mouth; in ſuch caſe, the Cruſcool pinnace would be of the utmoſt utility to carry off the pilots to aſſiſt the diſtreſſed, as occaſion may require. The Jenny river is very rapid and dangerous to croſs; for which purpoſe the boat there, I think, is of public utility. Should you, Gentlemen, be pleaſed to eſtabliſh a veſſel for this ſtation, I am of opinion that the marine expences may be reduced.

The allowance of 60 rupees a month, fixed by the eſtabliſhment for the Dawks at this ſtation, ſhall be ſtruck off from this day, agreeable to your order of the 16th; and I hope the Poſtmaſter General will early regulate this ſubordinate, on the ſame footing with other ſimilar charges on his eſtabliſhment.

I am, reſpectfully,

Honourable Sir, and Gentlemen,

Your moſt obedient

humble Servant,

Illamabad,
the 31ſt May 1776.

(Signed) F. L A W,
Chief.

To the Honourable Warren Haſtings, Eſq; Governor General, &c. Members of the Board of Inſpection at Fort William.

Honourable Sir, and Gentlemen,

I did myſelf the honour to addreſs you the 31ſt May laſt, in anſwer to your letter of the 16th of ſame month, ordering me to ſtrike off as much of the Marine Eſtabliſhment as was of no public utility, and to explain to you the nature and ſervices of the reſt. I at that time recommended the utility, and pointed out the apparent neceſſity, of keeping up an armed veſſel and pilot ſloop for the defence of this coaſt, and ſafety and property of mariners and merchants: Since then I have received from Captain Forde, Commander of the ſnow Amazon, now ſtationed here, propoſals for keeping up a proper Marine Eſtabliſhment for this place, to ſerve as a defence againſt the Muggs, who often infeſt this province, and as a pilot veſſel; alſo to take under him the charge and repair of the flag and flag ſtaff, both in very bad condition, and which is of of great utility to be properly kept up, being a principal mark from the ſea. Such an eſtabliſhment, at once to take in both points, to ſerve as a ſecurity to the province, and to relieve diſtreſſed mariners of all nations, and when it may happen to be the fate of ſome of our Indiamen, I cannot but think a deſirable object. The propoſer, a man of much ſkill in his profeſſion, and attention to his calling, may make it yet more eligible; and that many happy effects may riſe from the adoption of this eſtabliſhment is, I think, evident, Some kind of armed veſſel is, I ſhould preſume, neceſſary to be kept up for the ſecurity of the coaſt, as I preſume your Honourable Board will not think of ſtationing the Amazon ſnow here, fixed to this ſpot. I reckon it, in ſome reſpects, my duty to be before hand in the information of any ill conſequences the removal of her, and not fixing on an eſtabliſhment to anſwer the ſame end, may be of to this diſtrict. Theſe conſiderations induce me to forward to your Honourable Board the propoſals of Captain Forde, which, if followed with your approbation, I beg leave to remark the propriety of ſending from here the marine ſtores, or the

the diſpoſal of them at public ſale on the ſpot. I tranſmit encloſed the continued expence of the marine from its firſt eſtabliſhment, with the coſt of the flag ſtaff.

I have the Honour to be, very reſpectfully,

Honourable Sir, and Gentlemen,

Your moſt obedient

Iſlamabad, humble Servant,

3d December 1776. (Signed) F. L A W,
Chief.

To Francis Law, Eſq; Chief of Chittagong.

Sir,

It appearing to me a pilot veſſel is much wanted for this coaſt and river, for the preſervation of mariners and property of merchants, it being the only place of ſafety for ſhips that are drove off the other coaſt, or not able to gain their deſired port by diſtreſs of weather, I have to propoſe to the Honourable the Governor General and Council, my ſupplying this place with a proper veſſel for the above ſervice, ſufficiently ſound in every reſpect, to keep the flag and flag ſtaff in proper repair, and to pay the expences of the marine, as at this preſent time eſtabliſhed, on condition I may be allowed the uſe of the bankſhall, the old flag ſtaffs and rigging, and two thouſand five hundred Duſs Moſſa rupees per month, for four or five years certain.

The veſſel is meant to be alſo well capable of protecting the coaſt againſt the Muggs, provided the Honourable Company allow her ordnance and military ſtores.

I beg to remind you of the ruinous ſtate the flag and flag ſtaff is in at preſent, and the utility of keeping them in proper repair, it being the principal guide for ſhips and veſſels drove to theſe parts to know the river by.

I alſo propoſe keeping the ſheds in the Bankſhall in proper repair.

I am,

Sir,

Your moſt obedient Servant,

Chittagong, (Signed) FRAs FORDE,
the 2d December 1776.

EXTRACT

ABSTRACT of the Yearly Expences of Marine Yard at Chittagong Province, from its First Eſtabliſhment to the End of October 1776; viz.

MARINE YARD EXPENCE.

							DMRs				
From the 1ſt July to the laſt December 1765					—	—	36,324	7	6	39,957	14 3
From the 1ſt January to — D° — 1766					—	—	77,816	1	0	85,597	10 8
From the 1ſt January to — D° — 1767					—	—	44,295	10	7	48,725	3 6
From the 1ſt January to — D° — 1768					—	—	25,718	2	6	28,289	15 6
From the 1ſt January to — D° — 1769					—	—	25,086	7	10	27,595	2 3
From the 1ſt January to — D° — 1770					—	—	19,259	13	10	21,185	13 6
From the 1ſt January to the end of Frebruary 1771					3,655	8 4					
Batta 10 per cent.					365	8 9					
							4,021	1	1		
From the 1ſt March to December 1771					—	CRs	14,378	11	9		
										18,399	12 10
From the 1ſt January to February 1772					—	CRs	3,020	11	9		
From the 1ſt May to December 1772					—	—	11,667	12	10		
										20,688	8 7
From the 1ſt January to end of December 1773					—	—	—	—		18,525	3 4
From the 1ſt January to — D° 1774					—	—	—	—		14,630	0 6
From the 1ſt January to — D° 1775					—	—	—	—		9,529	13 6
From the 1ſt January to end of October 1776					—	—	—	—		5,071	7 1
							Total C. Rupees		—	3,38,196	9 6

To the Honourable Warren Haſtings, Eſquire, Governor General, &c. Members of the Board of Inſpection at Fort William.

Honourable Sir, and Gentlemen,

I did myſelf the honour to addreſs you the 3d inſtant, encloſing propoſals from Captain Forde, of the Amazon, for keeping up a pilot and armed veſſel for this coaſt; I now think it my duty, in juſtice to this country and the Honourable Company, to recommend the conſtructing eight on ten boats after the faſhion of the Muggs, which are built very long, to be always kept here. Theſe boats will not coſt above 3000 rupees each boat in the building, and will be well adapted to the purſuit of theſe banditti—600 rupees allowed annually for the repair of them will keep them in good order for eight or ten years.—Theſe boats, with the pilot and armed ſloop as mentioned before, drawing little water, would be an effectual check to the future incurſions of the Muggs; and as the expence is not heavy, I beg leave, Gentlemen, to recommend the propoſal to your conſideration. The boats will never be manned but when in purſuit.

I am, reſpectfully,

Honourable Sir, and Gentlemen,

Your moſt obedient

humble Servant,

(Signed) F. L A W,
Chief.

Iſlamabad,
17th December 1776.

Governor General.

I approve of Mr. Law's propoſal to maintain a veſſel for the pilotage of the Chittagong river, and for the defence of that coaſt: And I think Mr. Forde's offer to furniſh a veſſel for the above ſervice, properly manned and equipped, to keep the flag ſtaff in repair, and to defray the other expences of the marine of Chittagong, 2,500 Duſs Maſſa rupees per month, for five years certain, very reaſonable. On theſe points I requeſt that the other Members of the Board will be pleaſed to add their opinions.

I cannot offer any judgment on the ſecond propoſal of Mr. Law, to provide and maintain eight or ten armed boats, as he has neither deſcribed the form or ſize of the boats, nor the manner in which he would propoſe to employ them, ſo as to prevent the incurſions of the Muggs: I think he ſhould be directed to be more explicit both on theſe points and on the eſtimate of the charge which would attend ſuch an eſtabliſhment.

General Clavering.

The incongruity in Mr. Law's propoſal of recommending a man to execute a contract at Chittagong, whom he ſuppoſes will be removed from that ſtation, to perform the ſame ſervice afterwards which he is now employed on, viz. the defence of the coaſt, is too obvious to render the propoſal admiſſible; but if his propoſal be examined, by comparing what may be expected from another armed veſſel to be ſtationed at Chittagong, by the utility which has been derived from the ſervice of the Amazon ſnow at that place, I ſhould conclude, that no advantage, equal to the ſmalleſt expence, can be expected from the propoſed contract.

Captain Forde has been, I believe, a year at Chittagong, during which time he has never ſtirred out of the harbour: He has not been moved, as I can underſtand, on the appearance of the Muggs on the neighbouring coaſt.

It is not by lying with his veſſel many miles up the river that he can moleſt thoſe plunderers, either in their attempts to land on the coaſt, or in their return.

There appears nothing before us that can warrant the Board to give their conſent to ſo prodigious an increaſe of expence of the naval eſtabliſhment of that place, as muſt be incurred by accepting Captain Forde's propoſal.

This amounts to an expence of 2,500 Duſſa Maſſa rupees per month, or about 33,000 current rupees per annum, when the marine expence of laſt year was no more than 5,071 current rupees.

To enable a member of the Board to ſay, he thinks Captain Forde's offer is very reaſonable, he muſt certainly be furniſhed with facts that the reſt of the Members are not acquainted with; he muſt know the ſize and burthen of the veſſel which Captain Forde propoſes to furniſh, before he can determine how much he ought to be allowed for if, otherwiſe his calculation can only be conjectural.

If the marine ſtores were formerly ſent to Chittagong as I ſuppoſe they were, to be ready to ſupply ſuch ſhips as might be forced in there through diſtreſs of weather, I think the ſending them away, or ſelling them, very improper.

I cannot finiſh this minute, without remarking on the great impropriety of the Board's admitting propoſals to be received from projectors to engage in contracts with the Company, without any publication being made of the intentions of Government to provide for that particular ſervice, either by contract or otherwiſe. They are ſo kind firſt to point out to Government their ideas what is neceſſary to be done, and then to offer their propoſals to perform the work. Unleſs the Board reſolve to put a ſtop to their method of receiving propoſals, I foreſee that not only every Company's ſervant, but every European in the Province of Bengal, will become a projector, and the time of the Board, which ought to be employed in buſineſs of much

greater

greater importance, will be totally engroſſed in the conſideration of their different ſchemes, all calculated, as they alledge, for the great benefit of the Honourable Company.

Mr. Barwell.

I think Mr. Forde's offer very reaſonable; but, in order to prevent the inroads of the Muggs, it will be neceſſary to build boats of a conſtruction fit for the ſea, and capable of carrying a number of military.

Mr. Francis.

I do not know on what ſervice Captain Forde's veſſel had been ſo long detained at Chittagong. I therefore deem his continuing there a uſeleſs expence. As to Mr. Law's propoſal for re-eſtabliſhing a marine at Chittagong at ſuch a monſtrous expence, eſpecially after we have ordered him to reduce even the former ſmall eſtabliſhment, I think it requires no conſideration but in what terms he ought to be cenſured for it.

The above minutes having been received back by the Secretary on the 28th of January, were again circulated, with the following anſwer to Chittagong, for the ſignature of the Board, and returned to the Secretary on the 7th of this month, when the letter was accordingly diſpatched.

To Mr. Francis Law, Chief at Chittagong.

Sir,

We have received your letters of the 31ſt May, 3d and 17th ultimo, with their ſeveral incloſures.

We approve of your propoſal to maintain a veſſel for the pilotage of the Chittagong river, and for the defence of that coaſt, and agree to accept of Captain Forde's offer to furniſh a veſſel for theſe ſervices, properly manned and equipped, to keep the flag ſtaff in repair, and to defray the other expences of the marine of Chittagong, for two thouſand five hundred Duſs Maſſa rupees per month, for five years certain.

We cannot offer any judgment on your ſecond propoſal to provide and maintain eight or ten armed boats, as you have neither deſcribed the form or ſize of the boats, nor the manner in which you would propoſe to employ them, ſo as to prevent the incurſions of the Muggs: we think that, in order to effect this, it will be neceſſary to build boats of a conſtructian fit for the ſea, and capable of carrying a military force. We deſire that you will be more explicit, both on theſe points, and in the eſtimate of the charge which would attend ſuch an eſtabliſhment.

We are,

Sir,

Your moſt obedient Servants.

Fort William,
28th Jan. 1777.

General Clavering ſent in the following Proteſt, on ſigning the above Letter.

I have ſigned the letter to Chittagong, in purſuance of the Company's orders, but declare myſelf not anſwerable for the contents of it, and proteſt againſt it.

(Signed) J. CLAVERING.

EXTRACT

EXTRACT of the Proceedings of the Board of Inſpection, the 12th June 1777.

Read the following letter from the Chief of Chittagong.

To the Honourable Warren Haſtings, Eſquire, Governor General, &c. Members of the Board of Inſpection at Fort William.

Honourable Sir, and Gentlemen,

I beg leave to forward you the indent of Captain Francis Forde, for ordinary and military ſtores account the contract veſſel; he has provided a veſſel for the pilot ſervice, and is about completing the reſt of his contract.

I am,

With reſpect,

Honourable Sir, and Gentlemen,

Your moſt obedient

Humble Servant,

(Signed) F. LAW,
Chief.

Iſlamabad,
the 15th March 1777.

Ordered, That the indent for ordnance and military ſtores be referred to the Board of Ordnance, with directions to comply with it, if the articles indented for appear to them proper for the purpoſe required.

Ordered, That the Secretary do take the aſſiſtance of the Company's Attorney, and prepare the draft of a contract with Captain Forde, and that the penalty be fixed at ſix thouſand two hundred and fifty rupees.

Agreed, That the following letter be written to the Chief of Chittagong.

To Mr. Francis Law, Chief at Chittagong.

Sir,

We have received your letter of the 15th March, and have referred the indent which accompanied it, for ordnance and military ſtores, to the Board of Ordnance, with directions to comply with it, if the articles indented for ſhall appear to them proper for the ſervice for which they are required.

We deſire to know if the veſſel which has been provided by Captain Forde, for the pilot ſervice at Chittagong, and for the defence of that coaſt, be of the ſame ſize and burthen, and if ſhe has the ſame eſtabliſhment of people belonging to her, as the Company's Snow the Amazon; and as we have ordered a contract to be drawn out, to be executed by Captain Forde, you will be pleaſed to call upon him for his ſecurities for the performance of his engagements with the Company, acquainting him, at the ſame time, that the penalty has been fixed at 6,250 rupees.

pees. We alſo deſire to know, on what day Captain Forde begun upon the execution of his contract.

We are,

Sir,

Your moſt obedient ſervants.

Fort William,
the 12th June 1777.

EXTRACT Proceedings of the Board of Inſpection, the 4th December 1777.

On the 14th ultimo the Secretary received the following letter from the Governor General, with the addreſs and bill accompanying it, from Mr. Forde, which were circulated for the orders of the Board.

To Mr. Baugh.

Sir,

I deſire that you will ſend the accompanying letter and bill to the other Gentlemen of the Board, and requeſt their orders concerning the latter; which I am inclined to allow, in conſideration of the peculiar circumſtances of the caſe, Mr. Forde's abſence from his ſtation being occaſioned by his arreſt, and not by his own choice.

I am,

Sir,

Your moſt obedient ſervant,

(Signed) W. H.

14th November 1777.

To the Honourable Warren Haſtings, Eſq.

Honourable Sir,

I am to hope your indulgence will pardon me, for taking the liberty of repreſenting to you that the long time of my confinement, ſince the 4th of June laſt, and my abſence from my ſtation, has not only been a loſs to me 1,320 Rs, the Surgeon General, as Contractor, allowing 220 Rs monthly to the Surgeon at the Monghyr ſtation, but likewiſe has obliged me unavoidably to incur an additional expence, by being ſeparate from my family; for, to prevent any inconveniency that might happen to them during my abſence, I have conſtantly tranſmitted my pay and Batta bills to be paid at Monghyr, whereby I have been under the very diſagreeable neceſſity of borrowing money from a friend, to defray my trifling expences of ſubſiſtence during near ſix months reſidence here. I need ſcarcely obſerve to you, Sir, that it is next to an impoſſibility to maintain myſelf and a family, divided as I am from them, upon 246 rupees a month. Your own tenderneſs will, I truſt, quickly diſcern, that neceſſity is my only motive for addreſſing you, and requeſting I may be allowed, through your indulgence and permiſſion, to draw full batta from the time of my arrival at the Preſidency: the ſum, though in itſelf of no very great amount, will yet be of conſiderable aſſiſtance to me in my preſent extreme irkſome ſituation.

tion. I have ventured to encloſe a bill, which, if not diſapproved by you, I ſhall eſteem myſelf under an obligation if you will honour it with your ſignature.

I am,

Sir,

With the greateſt reſpect,

Your much obliged,

And very obedient

Humble Servant,

Fort William, (Signed) JAs FORDE.

the 14th Nov. 1777.

The following minutes were in conſequence delivered.

Mr. Barwell.

I agree to the allowance, if it is approved by the other Members.

Mr. Francis.

I acquieſce.

Governor General.

I approve, and deſire Mr. Baugh to certify to Mr. Forde the aſſent of the Board, as a voucher for his drawing his batta.

The Secretary referred the bill to the Commiſſary General, with directions to paſs it, and informed Mr. Forde of his having done ſo.

EXTRACT of the Proceedings of the Board of Inſpection, the 18th December 1777.

The contract between the Company and Captain Forde having been engroſſed, is now laid before the Board, and executed.

Ordered, That a copy thereof be entered after this day's proceedings, and that the Secretary do alſo forward a copy of it to the Chief at Chittagong, for his information and guidance.

ARTICLES

ARTICLES of Agreement, indented, had, made, concluded, and fully agreed upon, this Twenty-eighth day of January, in the year of our Lord Chriſt One thouſand Seven hundred and Seventy-ſeven, between the Honourable Warren Haſtings, Eſqure, Governor General, Richard Barwell, Eſquire, and Philip Francis, Eſquire, Counſellors of the Preſidency of Fort William, in Bengal, for and on the Part and Behalf of the United Company of the Merchants of England trading to the Eaſt Indies for the One part; and Francis Forde, of Chittagong, in the Province of Bengal, now Maſter and Commander of the Ship Amazon, in the ſervice of the ſaid United Company, of the other part, in manner and form following; that is to ſay,

Whereas the ſaid Francis Forde, in and by his certain propoſals in writing, directed to Franc's Law, the Chief ſervant of the ſaid United Company at Chittagong aforeſaid, ſetting forth, that a pilot veſſel is much wanted for the uſe of the coaſt and river at Chittagong aforeſaid, and for the preſervation of mariners, and the property of Merchants trading on ſuch coaſt, as well as for protecting the ſaid coaſt and the perſons there reſiding, againſt certain perſons called the Muggs, who infeſt the ſame coaſt, and commit depredations therein, and on the perſons reſiding in and about the ſame, and hath offered to ſupply the place with a proper veſſel for ſuch duty and ſervice, to be ſufficiently ſound and provided in every reſpect (except with ſuch ordnance and naval ſtores which ſhall be neceſſary for ſuch defence, which are to be provided by the ſaid United Company); and alſo that he the ſaid Francis Forde will pay the expences of the preſent marine eſtabliſhed at Chittagong aforeſaid, and will well and truly keep the flag and flag ſtaff at Chittagong aforeſaid in proper repair, on being paid by the ſaid United Company the monthly ſum of Duſmaſſa rupees two thouſand and five hundred, and being allowed by the ſaid United Company the uſe of the bankſhall at that place (he the ſaid Francis Forde keeping the ſame in repair) as well as the old flag ſtaff and rigging now there lying and being: And whereas the ſaid Governor General and Council, on behalf of the ſaid United Company, conſidering and being convinced of the neceſſity of ſuch an eſtabliſhment, have agreed to accept of ſuch propoſals, and to contract with the ſaid Francis Forde for his performance of the above ſervice and duties, during the ſpace of five years (if he ſhall ſo long live) as hereinafter is particularly mentioned: Now theſe preſents witneſs, that the ſaid Francis Forde, for the conſiderations aforeſaid, and for and in conſideration aforeſaid, and for and in conſideration of the ſeveral ſums of money hereinafter mentioned and covenanted to be paid him by and on the behalf of the ſaid United Company, doth, for himſelf, his heirs, executors, and adminiſtrators, covenant, promiſe, and agree, to and with the ſaid Governor General and Council, on the part and behalf of the ſaid United Company, their ſucceſſors and aſſigns, in manner and form following; that is to ſay, That he the ſaid Francis Forde ſhall and will, from the ſeventh day of March now next enſuing, for and during the ſpace and term of five years (if he ſhall ſo long live) well and truly furniſh and provide a good, fit, and proper veſſel, manned as in hereafter is mentioned, that is to ſay, with one Commander and two ſeveral officers, one gunner, one boatſwain, one carpenter, ſix ſeamen, and one caulker, of Europeans or Britiſh ſubjects, and alſo with one ſervant, one Serang, one T.ndal, one Coſſah, and twenty-five Laſcars, natives of this country, and in every other reſpect properly and ſufficiently equipped and furniſhed for the pilotage of the ſaid river and for the defence of the ſaid river and for the defence of the ſaid coaſt (excepting ſuch ordnance and naval ſtores as ſhall be requiſite in the uſe of the ſaid ſhip for ſuch defence of the ſaid coaſt of Chittagong, which ordnance and ſtores are to be found and provided by the ſaid United Company); and alſo that he the ſaid Francis Forde ſhall and will well and truly pay all and every the wages and ſalaries of the officers and other perſons hereinbefore mentioned for the eſtabliſhment of the ſaid ſhip, and ſhall and will well and truly pay all and every the wages, ſalaries, and other ſuch expences, as ſhall become due and payable from the ſaid United Company, on account of certain perſons compoſing or known by the name of Marine of Chittagong aforeſaid, as the ſame marine is now at this time eſtabliſhed; and alſo, ſhall and will, from time to time, and at all times, during the ſaid term of five years, well and truly find and provide, and, during ſuch time as aforeſaid, ſupport, maintain, and keep in good repair, a flag and flag ſtaff at Chittagong aforeſaid, for the uſe and purpoſe of guiding and directing ſhips or veſſels drove or coming to the coaſt or river aforeſaid; and alſo, that he the ſaid Francis Forde, his executors and adminiſtrators, ſhall and will well and truly ſave harmleſs and keep indemnified the ſaid United Company, their ſucceſſors and aſſigns, from all coſts, charges, and expences whatſoever, relating or concerning the ſeveral matters and things hereinbefore mentioned (except ſuch ordnance and naval ſtores as aforeſaid) ſo that the ſaid United Company ſhall not be put to ſuſtain any further coſts or expences whatſoever relating thereto, otherwiſe than the ſaid monthly ſum of Duſmaſſa rupees two thouſand and five hundred: And the ſaid Warren Haſtings, Richard Barwell, and Philip Francis, Eſquires, the now Governor General and Council of the Preſidency aforeſaid, for and on the part and behalf of the ſaid United Company of Merchants of England trading to the Eaſt Indies, their ſucceſſors and

and aſſigns, do covenant, promiſe, and agree, to and with the ſaid Francis Forde, his executors and adminiſtrators, that he the ſaid Francis Forde, his executors and adminiſtrators, ſhall receive from, and be paid by, the ſaid United Company, their ſucceſſors and aſſigns, monthly, and for every calender month, during the ſaid term of five years, or ſo long as he ſhall fulfil and perform his ſaid covenants and agreements, and each of them, hereinbefore contained, the ſum of Daſmaſſa rupees two thouſand five hundred; and alſo that he the ſaid Francis Forde, during ſuch time as aforeſaid, ſhall have and receive from the ſaid United Company, and be found and provided, for the uſe of the ſaid veſſel, in the protecting the coaſt of Chittagong aforeſaid, a good, proper, and ſufficient quantity of ordnance and naval ſtores; and alſo, that he the ſaid Francis Forde, during the ſaid term of five years, or other the continuance of theſe preſents, ſhall be allowed by them the ſaid Governor General and Council, on the part and behalf of the ſaid United Company, the free uſe, occupation, and poſſeſſion of the building or place called the Bankſhall, at Chittagong aforeſaid) provided the ſaid Francis Forde ſhall keep the ſame in repair) together with all ſuch old flag ſtaffs and rigging as are now lying and being at Chittagong aforeſaid. In witneſs whereof the Honourable the Governor General and Council have ſet their hands, and cauſed the common ſeal of the ſaid Company to be affixed; and the ſaid Francis Forde hath alſo ſet his hand and ſeal, the day and year firſt above written.

Sealed and delivered (where no ſtamps are in uſe, or to be had) in the preſence of

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EXTRACT of Proceedings of the Board of Inſpection, the 30th December 1779.

To Iſaac Baugh, Eſquire, Secretary to the Honourable Board of Inſpection, Fort William.

Sir,

I have had the honour of your letter of the 25th ultimo, accompanying an extract of general letter from the Honourable the Court of Directors, dated the 23d December 1778. I have the pleaſure of encloſing two orders I received from Mr. Law, to convince the Honourable Board that General Clavering muſt have been miſinformed regarding his minute mentioned in the 8th paragraph; for I was actually cruiſing with the Amazon on this coaſt, from the firſt intelligence of the Muggs being out until they returned into port. Regarding the utility of an armed veſſel for the protection and defence of this coaſt, as well as for the pilotage, it is well known to three ſucceſſive Chiefs, and to the inhabitants, and, I may ſafely ſay, has been the means of keeping this coaſt free from incurſions of the Muggs. Since the begining of the year 1771 I have had the honour of ſerving the Honourable Company; during which time I flatter myſelf I have done my duty to the utmoſt. While on the Ballambangan ſtation, I was ſeverely treated by the Chief and Council there, on which account the Honourable the Court of Directors did me the juſtice to take notice of the affair in their general letter of the 3d March 1775, by the following paragraph: "The removal of Captain Forde, from the command of the Syren Snow, by our Chief and "Council and Balambangan, without any ſhadow of complaint being alledged againſt him, has "been entirely diſapproved by us; and therefore, in caſe Captain Forde ſhall be returned to "Bengal, and not have obtained the command of ſome other veſſel in our ſervice, we do recom- "mend him to your notice as a man who has been a great ſufferer in conſequence of being re- "moved from the command of the Syren."

I ſhould be extremely ſorry to incur the diſpleaſure of the Honourable Company; but as I have put myſelf to very great expence in purchaſing a veſſel, ſtores, &c. to fulfil the contract, they will, I hope, excuſe my declining to relinquiſh it until the time for the contract is expired.

I am,
Sir,
Your moſt obedient and
moſt humble Servant,
(Signed) FRANCIS FORDE.

Chittagong,
the 5th December 1779.

To

To Captain Francis Forde, Commander of the Snow Amazon at Chittagong.

Sir,

From accounts I have received, the Muggs have made their appearance in an hoſtile manner, taking away ſeveral people: I have therefore to deſire you will prepare immediately to ſet ſail, and coaſt the Arracan ſhore, and act in ſuch a manner as you may think beſt adapted to intimidate them from further excurſions on this coaſt.

I am, Sir,

Iſlamabad,
the 3d December 1776.

Your moſt obedient ſervant,

(Signed) F. LAW,

Chief.

To Captain Francis Forde, Commander of the Amazon Snow.

Sir,

Having an account of the entire diſperſion of the Muggs, and fearing your veſſel, by continuing longer out, may receive ſome damage from the North Weſters, I requeſt you will immediately bring her into harbour.

I am, Sir,

Chittagong,
10th Feb. 1777.

Your moſt obedient ſervant,

(Signed) F. LAW.

Chief.

MARINE CONTRACT.

EXTRACT of the Proceedings of the Board of Inſpection, the 14th Auguſt 1777.

READ the following letter from the Maſter Attendant.

To the Honourable Warren Haſtings Eſquire, Governor General, &c. Members of the Board of Inſpection.

Honourablee Sir, and Sirs,

The marine contract having expired, and the preſent diſburſements of my office being defrayed only from month to month by permiſſion of the Board, I am induced to make a tender of my ſervices for again conducting the buſineſs of my department, and encouraged to hope that this propoſal may be favourably received.

I beg leave in the following repreſentation to ſubmit my pretenſions to the Honourable Board.

At the time the members of the late adminiſtration were employed in taking meaſures for regulating the offices at the Preſidency, I was directed to give in an abſtract of the diſburſements of my office for three years back, ſtated in ſuch manner as would enable the Board to decide with preciſion on the moſt eligible mode of reducing the expences of the marine.

I embraced that opportunity of offering a plan for defraying the whole charge under contract, at a fixed annual ſum, ſo conſiderably leſs than what the ſervice had before ſtood the company, that the Board of Inſpection, having come to the reſolution of adopting my plan, thought proper to give me a preference in the abſtract, and upon my acceptance, reſolved that the agreement ſhould commence from the 1ſt May 1774, to continue for three years; all of which will appear in the reſolutions of the Board of Inſpection of the 21ſt and 28th of April 1774.

Commencing my engagements at the only ſeaſon of the year when the pilot veſſels can be ſpared for the purpoſe of receiving their annual repairs and outfit, I was under the neceſſity of expending a large ſum of money in ſupplying them with ſails, rigging, and ſtores, in ſheathing three of them, and providing them with boats and water caſks, and in laying buoys for the whole year, excluſive of the expence of upholding the veſſels, particularly in anchors and cables, during the moſt chargeable months in the ſeaſon.

On the 1ſt October following I was deprived of my contract; and, as the ſum which I agreed for was paid me in equal monthly proportions, I was thus ſubjected to a heavy loſs, which, had the contract been continued to me, would have been counterbalanced by the allowance I ſhould have received during the remaining months of the year, when the expence of the marine is comparatively much ſmaller. To enable me to fulfill my engagements, I had alſo provided large quantities of ſtores, which were purchaſed at prices 20 per cent. higher on an average than the preſent rates. To this two years intereſt, or 20 per cent. may be added; and as theſe ſtores were calculated for the uſe of the pilot veſſels only, and therefore unfit for the demand of the ſhipping, a great part of them ſtill remain on my hands, without any proſpect of my being able to diſpoſe of them, until your Honourable Board are pleaſed to afford me an opportunity of iſſuing them for the purpoſe for which they were purchaſed.

From all theſe circumſtances, the Board will be able to form ſome idea of the grievous loſs I have ſuſtained, and which I ought not to have ſuffered, as it was not brought upon me by any failure on my part, or by breach of any covenant I had entered into.

Having hitherto received no compenſation for theſe unmerited loſſes and extraordinary charges, I am led to hope, that the Board will be pleaſed to approve of the offers of ſervice which I now make; viz.—To defray the whole charge of the preſent marine eſtabliſhment at the ſame expence which that ſervice has ſtood the Company during the period of the laſt contract, and under the ſame conditions, on receiving back the pilot veſſels (agreeable to the inventories which were delivered in to the Board) in that ſtate in which the late contractor is, by his engagements, bound to deliver them.

To obviate any objections which may ariſe, on account of the precarious ſtate of health to which I have by repeated attacks of the gout been reduced, after a reſidence of thirty-ſix years in the country, the greateſt part of which I have ſpent, with honour and credit, in the ſervice of the Company, I propoſe availing myſelf of the ſervices of Mr. F. Doveton, in the management of buſineſs, for whoſe good conduct, from the proofs he has given of his knowledge and activity in maritime affairs, I may ſafely venture to pledge myſelf.—Should this propoſal meet with the countenance of the Board, I beg leave to ſolicit, that the contract may be made out in our joint names, that both of us may become reſponſible to the Company, and that the Board may be ſatisfied of my having a capable perſon to tranſact the buſineſs, at the time I may, from ſickneſs, be unable to attend to the detail of the ſervice.

I am, with great reſpect,

Honourable Sir, and Sirs,

Calcutta,
27th February 1777.

Your moſt obedient and moſt humble ſervant,

(Signed) H. WEDDERBURN,
Maſter Attendant.

Agreed, That the Maſter Attendant's letters do lie for conſideration.

EXTRACT

EXTRACT of the Proceedings of the Board of Inſpection, the 23d October 1777.

The Maſter and deputy Maſter Attendant ſend in the following propoſals for the marine contract.

To the Honourable Warren Haſtings, Eſquire, Governor General, &c. Members of the Board of Inſpection.

Honourable Sir, and Sirs,

The marine contract having expired the 1ſt of September laſt, and the diſburſements of the marine being defrayed only from month to month, by permiſſion of the Board, we are induced to make a tender of our ſervices for conducting that buſineſs, by contract, for two years, to commence from the 1ſt of November next, on the ſame terms as it is held by the preſent contractor.—Should this propoſal meet with the approbation of the Board, we beg leave to ſolicit that the contract may be made out in the joint names of Henry Wedderburn, and J. Sampſon, that both of us may become reſponſible to the Company.

We are,

Honourable Sir, and Sirs,

Your moſt obedient humble ſervants,

Calcutta,
the 22d October 1777.

(Signed) H. WEDDERBURN,
J. SAMPSON.

The Comptroller of the offices ſubmits to the Board the following letter, which he has juſt received from the marine contractor to Philip Francis, Eſquire.

Sir,

I have this moment been alarmed with a report, that the Board intend taking away my contract to-day.

I think it my duty to inform you, as Comptroller of the offices, that I conſidered the Board's laſt letter, of the 14th of Auguſt, as a confirmation of the continuance of the contract for at leaſt the third year; and conſequently have made very large contracts and purchaſes of ſtores, advanced conſiderable ſums to tradeſmen, made advances for two or three ſucceedings months, in ſtores and wages to ſeveral of the veſſels, and even fitted out the Caranja Schooner (in the room of the Comet) for a voyage of twelve months, authorizing the Commander to purchaſe and draw upon me for any ſums of money he may want, on account of the veſſel. The neceſſity of taking theſe things into conſideration will, I hope, excuſe this intruſion; being, with utmoſt reſpect,

Sir,

Your moſt obedient humble ſervant,

Calcutta,
the 23d October 1777.

(Signed) PAGE KEBLE.

Ordered, That the foregoing propoſals, and letter, be circulated for the opinions of the members of the Board upon them.

EXTRACT of the Proceedings of the Board of Inſpection, the 30th October 1777.

The propoſals of the Maſter and Deputy Maſter Attendants, and the letter from the marine contractor, recorded the 23d inſtant, having been circulated according to the orders of the Board, together with the following further letter received the next day from the latter; the opinions of the Governor General and Mr. Francis, upon the ſubject of theſe papers, are hereafter entered.

To

To the Honourable Warren Haſtings, Eſquire, Governor General and Preſident, &c. Members of the Board of Inſpection.

Honourable Sir, and Gentlemen,

Underſtanding that propoſals have been tendered this day to the Honourable Board, by Mr. Henry Wedderburn and Mr. John Sampſon, tending to take away the marine contract, which I have had the honour of holding ſince the 1ſt of September 1775 to the preſent period, I cannot, in juſtice to my own character and credit, remain a ſilent ſpectator; I muſt, therefore, beg permiſſion to ſay, that from the following paragraphs of the Board's letter to me of the 24th Auguſt 1775, and the ſubſequent letter of the 14th Auguſt 1777, together with the Comptroller's letters of the 29th Auguſt and 4th September 1777, I naturally concluded, that the continuation of it, for this third year was paſt a doubt confirmed to me.

Auguſt 24th 1775. "The Board have received your ſubſequent addreſs to them of the "24th inſtant, deſiring a prolongation of the contract to the term of three years; and I am "directed to inform you, in anſwer, that it is the preſent intentions of the Board to continue "the contract in your hands, provided you give ſatisfaction in the execution of your engage-"ments during the term of the firſt year; and it ſhould appear upon trial that this mode of "conducting the marine ſervice is moſt advantageous to the Company, and is not diſapproved "of by the Court of Directors; but they think it unneceſſary to make this an article in the "contract."

(Signed) ISAAC BAUGH,

Secretary.

Under date the 4th July 1776, the month before the firſt year of my contract expired, I applied for a confirmation of the continuation of my contract for the ſucceeding ſecond and third years, agreeable to the terms of my propoſals.

Under date the 26th September following, I repeated my application, tranſmitting certificates, ſigned by the officers in the Maſter Attendant's office, as well as every Pilot and Maſter in charge of every veſſel, declaring the manner in which I had executed the truſt that had been repoſed in me by the Honourable Board. Copies of theſe two letters accompany this, and the original certificates are in the office.

With my letter to the Honourable Board of the 14th Auguſt laſt, I tranſmitted certificates, preciſely ſimilar to thoſe delivered the preceding year, teſtifying the manner in which I had conducted the buſineſs of the marine contract *the ſecond* year, which the Honourable Board in their letter of the ſame date, acknowledge to have received, as alſo the two former letters, in the following words.

14th Auguſt 1777. "Your letters to the Board, under dates the 4th July and 26th Sep-"tember 1776, with the encloſures in the latter, were duly received."

(Signed) ISAAC BAUGH,

Secretary.

In the Comptroller's letter of the 29th Auguſt 1777, he acknowledges receipt of my propoſals for the two new ſchooners, and fixes the rates agreeable to the terms preſcribed by the Honourable Board, in proportion to the terms I held the veſſels for the firſt year of my contract, which, for the reaſons therein ſet forth, I accepted of, and have drawn for them in that proportion accordingly, for the months of September and October.

In

In the Comptroller's letter of the 29th Auguſt 1777, he acknowledges receipt of my propoſals for the two new ſchooners, and fixes the rates agreeable to the terms preſcribed by the Honourable Board, in proportion to the terms I held the veſſels for the firſt year of my contract, which, for the reaſons therein ſet forth, I accepted of, and have drawn for them in that proportion accordingly, for the months of September and October.

In the Comptroller's letter of the 4th September 1777, he approves of my propoſals for continuing the Comet ſloop on the terms of my contract, during her voyage to Suez; and conſequently that veſſel was completly fitted out for a voyage of twelve months, with every ſpecies of ſtores that it was poſſible for her to want for that period; her laſcars, who were included in my contract, were paid four months impreſs by me, and the Commander authorized to purchaſe every neceſſary ſtore he ſhould want, which was procurable in any port he ſhould go to, with a power to draw bills upon me for the ſame. When the Comet was ſet aſide, and the Caranja ſchooner ordered in her room, every kind of ſtore was turned over to her, and an additional quantity added, for her to perform the voyage.

Under all theſe circumſtances (not to mention the repeated verbal approbation of the Honourable the Governor General, and every individual member of the Board of Council expreſſing their intire ſatisfaction with the manner in which I had conducted the buſineſs) I confeſs I thought myſelf fully ſecured in the continuation of the contract for this third year at leaſt; and in conſequence have made very large purchaſes of ſtores, and entered into engagements and advances of money to tradeſmen, for the better performing the different parts of the contract, as well as having ſupplied ſeveral of the veſſels with extra ſtores, and advances of wages to the laſcars, as it was required by the Maſter Attendant or his deputies, in conſequence of his orders for the veſſels ſtay in Ballaſore roads.—And I ſtill flatter myſelf that, when the Honourable Board conſider theſe circumſtances fully, they will agree in opinion with me, that propoſals cannot be received till the expiration of the preſent year of the contract, without a breach of their expreſs engagements of the 24th of Auguſt 1775.

The unwearied application and conſtant attention which I have kept up in due execution of my engagements, with the ſeveral proofs I have given, induces me to hope it will be remembered by the Honourable Board, ſo as to entitle me at leaſt to the continuation of my contract to the expiration of the third year; when, if it ſhould pleaſe the Honourable Board to receive any new terms or offers, I ſhall then hope that my long and faithful ſervices to the Honourable Company will entitle me to equal encouragement with any other perſon who may offer. But if it is your determination to take the contract from me, permit me to remind you, that in the terms of your letter of the 24th of Auguſt 1775, I muſt expect that all my ſtores are taken off my hands, and that I am fully reimburſed every advance I have made, and all damages which I may ſuſtain by thus ſuddenly taking the contract from me, without previous information or advertiſement, notwithſtanding the proofs I have given of the conſtant application which I have paid to the due execution of my engagement in all its parts.

I am, &c.

Fort William,
the 23d October 1777

(Signed) PAGE KEBLE,

Marine Contractor.

Board of Inſpection, 28th October 1777.

Governor General,

Mr. Keble, in his letter to the Comptroller of the offices, alledges, that he conſidered the Board's laſt letter of the 14th of Auguſt, as a confirmation of the continuance of his contract for at leaſt the third year. In his letter to the Board of the ſame date, but apparently written after the firſt mentioned, he quotes the ſame authority, and adds to it, that of the letter of the Board, dated the 24th of Auguſt 1775. He further ſupports his pretenſions by a reference to application made by him for the continuation of his contract for the ſecond and third years, on the 4th of July and 26th of September 1776; to the Secretary's acknowledgment of the receipt of thoſe applications; to the acceptance of his propoſals by the Comptroller, on the 29th of Auguſt laſt, for the two new ſchooners; and on the 4th of September laſt, of his propoſals for

continuing the Comet ſloop, on the terms of his contract, during her voyage to Suez; to the ſubſequent proviſion made for the Caranja in place of the Comet, and to the verbal approbation and ſatisfaction expreſſed by myſelf, and every Member of the Board, with the manner in which he had conducted the buſineſs; to his unwearied application and conſtant attention; and to his long and faithful ſervices: I ſhall offer a few remarks upon each of theſe arguments, taking them in the order which they ſtand in his letter.

The Secretary's letter to Mr. Keble, dated the 24th of Auguſt 1775, expreſſes the actual intention of the Board to continue the contract in his hands, provided he gave ſatisfaction in the execution of his engagements during the term of the firſt year, and it ſhould appear, upon trial, that this mode of conducting the marine ſervice was moſt advantageous to the Company, and not diſapproved of by the Court of Directors. Whether the firſt condition has been fulfilled I will not pretend to ſay. With reſpect to the ſecond, I am clearly of opinion, that this mode of conducting the marine ſervice is not advantageous to the Company. If I may truſt to the repreſentations which have been continually made to me in the courſe of theſe laſt two years, they afford me grounds for the belief that the pilot ſervice, altogether, has ſcarce at any period of time been worſe conducted. I do not aſcribe this to Mr. Keble, becauſe I am thoroughly convinced of his prudence, attention, and activity, but to the total deprivation of the credit and authority of the Maſter Attendant, by throwing the proper buſineſs of his office into an irregular channel. The charges and recriminations which appear upon our proceedings from Mr. Wedderburn and Mr. Keble, are undeniable proofs of this aſſertion. I ventured to foretell theſe conſequences when Mr. Keble's propoſals were firſt offered to the conſideration of the Board, as appears in my minutes of the 10th of Auguſt 1775, which I deſire may be here recorded, as I ſtill adhere to the opinions they contain, and they are equally applicable to the ſame ſubject, now brought anew before the Board.

After the opinions given by me ſo pointedly againſt granting the contract for keeping the marine in repair, to the naval ſtorekeeper, and for giving it to the Maſter Attendant, without any circumſtances to induce me to alter thoſe opinions, it would be inconſiſtent in me now to propoſe, that it ſhould be renewed to the naval ſtorekeeper in preference to the Maſter Attendant.

With reſpect to the third condition, the Court of Directors have not yet taken any notice of the contract.

I am ſurprized that Mr. Keble ſhould quote the reſolution of the Board, of the 14th Auguſt laſt, as an engagement for the continuance of his contract; to which, if I recollect the ſubject, it had no kind of relation, but expreſſed only their intention with reſpect to the rates at which his bills ſhould be drawn out for the paſt year.

It is ſtrange that Mr. Keble ſhould conſtrue his own applications, unanſwered by the Board, into an implied acquieſcence with his propoſals for the continuation of his contract.

Mr. Francis can beſt explain his intentions in accepting Mr. Keble's propoſals for the two new ſchooners, and for ſupplying the Comet for her voyage to Suez; but, from Mr. Keble's own reference to theſe circumſtances, it only appears, that particular ſervices required were to be performed on the terms of his contract, whilſt it ſubſiſted, and has not the ſmalleſt alluſion to an extenſion of it.

I am ſorry that I cannot admit of the merit which Mr. Keble claims from fitting out the Comet and Caranja. On the contrary, I have great reaſon to complain of his conduct in this inſtance. After having fixed on the Comet for carrying the diſpatches to Suez, at his recommendation, contrary to the opinion of every other perſon whom I afterwards conſulted, and contrary to the opinion of the Carpenter who built her, and declared that many other veſſels were much better adapted to the voyage; ſhe was ſo negligently repaired, that ſhe ſprung a leak before ſhe could get out of the river; and not only the expedition muſt have been fruſtrated, but many lives would, in all probability, have been loſt, had the accident happened later, and at ſea.

I diſlike references made to verbal declarations, which admit of ſuch various conſtructions. I do not recollect having ever expreſſed my approbation of Mr. Keble's conduct, in terms applicable to his performance of his contract; although I have been pleaſed with the clear method inwhich he ſtated and explained his accounts, and have probably expreſſed myſelf ſo.

Without

Without depreciating the long and faithful ſervices which Mr. Keble urges, Captain Wedderburn has, I believe, ſerved the Company upwards of thirty years; and on this conſideration, if this conſideration has any weight, his pretenſions are ſuperior to Mr. Keble's who may be regarded as a new man compared to him; nor do I know that Mr. Wedderburn's fidelity was ever in the ſmalleſt degree impeached. For theſe reaſons, I muſt reject the propoſals offered by Mr. Keble for the renewal of his contract; and recommend it to the Board to accept thoſe of Meſſrs. Wedderburn and Sampſon.

(Signed) WARREN HASTINGS.

Governor General.

" I am of opinion that the naval ſtorekeeper may, conſiſtently with the eſtabliſhed rules and " intereſt of the ſervice, contract to ſupply the naval ſtores; becauſe the maſter attendant will " be the proper check to prevent his ſupplying bad ſtores. I think that the maſter attendant " cannot, conſiſtently with the intereſt or rules of the ſervice, be the contractor for ſupplying " thoſe ſtores; but I ſhould approve entirely of allowing him the contract for keeping the marine " in repair, at the fixed expence; becauſe the terms of ſuch a contract will be ſimple, and will " ſcarcely require checks. He muſt always have a certain number of pilot veſſels, fit for ſervice, " cruizing in the river, and muſt bring vouchers for their being ſo employed. It will be of no " conſequence, in that caſe, how they are manned or ſtored, or in what condition they are. " Such a contract will have this advantage over the uſual mode, that the whole expence of the " marine will be fixed at a certain ſum, and cannot exceed it, whereas in every other way it is " indefinite. I am of opinion alſo, that the naval ſtorekeeper cannot with propriety hold ſuch a " contract: Although Mr. Keble, who at preſent fills that office, is amply qualified for it, yet " it is totally foreign from the buſineſs of that department, and would be ſuch an encroachment " on the office of the maſter attendant, that it would breed perpetual conteſt between them, by " which the ſervice would be much injured. The ſum of my opinion is, that the naval ſtore- " keeper may be admitted to contract to ſupply the ſtores, the maſter attendant to keep the ma- " rine in repair."

Governor General.

" I am clearly for Captain Wedderburn's propoſals, underſtanding Mr. Cuming to be included " in them, as I do not think a contract of that conſequence ſhould reſt either on the attention " or the life of one man. I have already given my opinion clearly, againſt granting the con- " tract in this mode to the naval ſtorekeeper; although I ſhould have given him the preference " to any other for the contract for ſupplying the ſtores. I foreſee infinite evils attending the " contract, as it is now propoſed to be granted to Mr. Keble, from the competitions between " him and the maſter attendant, and officers of the marine yard; for which reaſon I ſtill hope " that there is an opening left for ſome accommodation between them."

Board of Inſpection, 30th October 1777.

Mr. Francis.

If the preſent queſtion were entirely new, and if the Board were not bound by any engagements to Mr. Keble, I ſhould content myſelf with delivering the ſame opinion which I gave on the 10th of Auguſt 1775, on this ſubject—" That the preference ought to be given to Mr. Keble, " becauſe there would then be a check, on the part of the maſter attendant, over the execution " of the ſervice, which would not exiſt, if the maſter attendant himſelf were the contractor." To this argument, which is of a general nature, I muſt add the particular circumſtances in which the contract ſtands at preſent. The original declaration of the Board to Mr. Keble was, " That they would continue the contract in his hands, provided he gave ſatisfaction in the exe- " cution of his engagements during the term of the firſt year."—It is to be preſumed that he did ſo, or the Board would have expreſſed their diſſatisfaction to him, and deprived him of the contract at the end of the firſt or ſecond term. If it be true, " That the pilot ſervice altogether " has, ſcarce at any period of time, been worſe conducted," (which I do not diſpute, not knowing

knowing how it may have been conducted in former times) the fault is no way to be attributed to Mr. Keble—The pilots are not under his command, nor is he in any ſenſe anſwerable for the conduct of that ſervice.—He has nothing to anſwer for but the repair of the veſſels (the neceſſity of which is to be formally notified by the maſter attendant) the regular ſupply of ſtores, and the punctual payment of the officers and men.—If the pilot ſervice had ever been delayed or obſtructed by his neglect in any of theſe branches, I preſume the maſter attendant would not have failed to inform us of it. I am unwilling to preſs this argument as far as it would go, becauſe I have a high opinion of Captain Wedderburn's experience and knowledge in his department, and regret that his health will not, at all times, permit him to attend to the detail of it. I can never admit that the ſupplying the marine with ſtores, &c. is the proper buſineſs of *his* office, or that he has loſt any authority by not being entruſted with it. It ſeems rather to be his proper buſineſs to ſuperintend and check the performance of that part of the ſervice, and to take care that equal juſtice is done to the Company, and to their marine; which cannot reaſonably be expected from any officer, if the ſervice and controul of it be united in his perſon.

Mr. Keble's propoſals for the two new ſchooners were accepted by the Board on the 14th of Auguſt. My inſtructions to him were only an official act, done in conſequence of that acceptance, and to carry the reſolution into execution. The terms for ſupplying the Comet for her Suez voyage were ſettled between the Governor and Mr. Keble. I was not previouſly conſulted, and gave my aſſent, merely as a member of the Board, to a tranſaction already agreed on. With reſpect to the ſchooners, I think they muſt follow the fate of the contract. The veſſel ſent to Suez is on a diſtinct footing—the ſervice being extraordinary, and particular term fixed for it. I did not underſtand that the Governor fixed on the Comet at Mr. Keble's recommendation; but if he did it, contrary to the opinion of every other perſon, whom he *afterwards* conſulted, I think Mr Keble has reaſon to regret that thoſe perſons, particularly the carpenter, were not conſulted ſooner. Mr. Keble could have no motive for recommending this veſſel, in preference to any other if he had not thought her capable of the ſervice. The accident of her ſpringing a leak, I believe is no proof that ſhe was not in good repair; at all events, it was the duty of the maſter attendant to report the ſtate of the veſſel; and this appears to have been the opinion of the Board on the 18th of laſt month, when the Secretary was ordered to write to Captain Wedderburn in the following terms: "I am directed by the Governor General and Council, to "expreſs their ſurprize that you ſhould have recommended the Comet, a veſſel which appears "to be unfit for the ſervice required, eſpecially at this unfavourable ſeaſon of the year." His anſwer is, "My motive for recommending the Comet proceeded from my knowledge of her "being, not only a light, ſtrong veſſel, but becauſe ſhe ſailed well upon a wind, and was there-"fore fit for going upon any voyage whatever."

"The circumſtance of her ſpringing a leak is an accident of that kind, which ſometimes hap-"pens to the beſt and ſtrongeſt veſſel.—The Comet was brought on ſhore, and fitted out for the "ſeaſon the latter end of June, at which time ſhe received in every reſpect a thorough repair: "I muſt on this occaſion do Mr. Keble the juſtice of remarking, that no attention was on his "part wanting to ſee her properly fitted out; and if the leak had been of ſuch a nature as to "have admitted of a diſcovery before ſhe left town, I am convinced the carpenter whom he em-"ployed, (and who is thoroughly competent in his buſineſs) would have found it out.".—No evidence in Mr. Keble's favour can be ſtronger than that of Captain Wedderburn.

If theſe conſiderations ſhould not have the ſame weight with the Board they have with me, I muſt beg leave to remind them, that the contract is not liable to be diſſolved at any point of time whatever, at our diſcretion. If the Board had determined not to continue the contract to Mr. Keble for a third Year, he had a right to expect notice of our intentions, ſome time before the expiration of the ſecond; not having received ſuch notice, and three months of the third year being actually elapſed, he had reaſon to conclude, that he was to hold it till the expiration of the current year, or third term. I take for granted he has purchaſed ſtores, and taken other meaſures neceſſary for the performance of his engagements, the term of which is annual; and cannot, I believe, by law be diſſolved in the middle of any one year, merely at the diſcretion of one of the parties. If I am right in this opinion, Mr. Keble will I ſuppoſe, commence a ſuit againſt the Company, for the damages he may ſuſtain by our derpriving him of the contract at this point of time: I will not be acceſſary to our involving the Company in this expence; and if the queſtion be carried ſhall enter my diſſent againſt it.

(Signed) P. FRANCIS.

The

The following further minutes are now delivered.

Governor General.

The Comet was recommended both by Captain Wedderburn and Mr. Keble. As ſoon as I heard the opinions which were formed of the unfitneſs of that veſſel for her intended voyage I mentioned them to Mr. Keble, propoſing to make choice of another in her ſtead; but he gave me ſuch ſtrong aſſurance of her being a proper veſſel for that ſervice, that, on the ſtrength of them, I ſuffered her to be fitted out, without further notice.

The objections made to the new contract will equally apply to many others; I believe almoſt to every other which has been granted in the courſe of the laſt three years, as the old contract has generally been allowed to run on beyond the contracted time, and the new contract has as often taken place without waiting for the concluſion of another year. Mr. Keble may if he pleaſes, appeal to the law; I have no doubt that he will, when he knows that ſuch is the expectation of one of the members of Government.

Mr. Barwell.

The propoſals which are mentioned in the Secretary's circular note, I deſire the Secretary will inform me, whether I am to underſtand that Captain Wedderburn means to withdraw.

The Secretary.

In the month of February laſt, propoſals were delivered in by Captain Wedderburn for conducting the buſineſs of the Marine Department, by contract, jointly with Mr. Doveton—Theſe did not come before the Board till Auguſt following; and it was then judged proper to poſtpone the conſideration of them till a future period, as appears by the reſolution of the Board, on the 14th of that month. An application was made to me by Captain Wedderburn, a few days before the receipt of the propoſals tendered to the Board on Thurſday laſt, by himſelf and Mr. Sampſon, deſiring to withdraw thoſe in which he was joined with Mr. Doveton, and it is theſe propoſals which are alluded to in my circular note quoted by Mr. Barwell. It muſt be Captain Wedderburn's wiſh to withdraw them, or I preſume he would not have made the application, or delivered in ſubſequent propoſals; but they were not returned to him, for the reaſons aſſigned in my note, which I beg leave to tranſcribe in this place.

" The Secretary begs leave to inform the Board, that he received an application, a few days " ago, from the Maſter Attendant, to permit him to withdraw his propoſals N° 3; but, as " they were upon record, he could not comply with the Maſter Attendant's requeſt.—Had the " propoſals not been upon record, he ſhould not have thought himſelf at liberty to have " returned them, without the previous authority of the Board."

As the propoſals had been recorded upon the proceedings of the Board, and a reſolution had paſſed for ſuſpending the conſideration of them, I thought it incumbent upon me to point them out to the notice of the Board, and at the ſame time to communicate to them the application which had been made to me, but not with a view of bringing the propoſals before the Board for their conſideration.

Mr. Barwell.

I have always regarded the conteſt between Captain Wedderburn and Mr. Keble, to ariſe from a competition of intereſts. Mr. Keble has hitherto prevailed in the conteſt, and has enjoyed all the benefits that were formerly annexed to the office of Maſter Attendant, excepting the ſmall and trifling advantage derived by the Maſter Attendant from the privilege of ſweeping the river for anchors. Regarding it in this light, and regarding the Governor General's motion ſimply to mean the reſtoration of thoſe rights to Captain Wedderburn's office, of which it has been deprived for upwards of two years, I acquieſce to the motion.

Reſolved, That the propoſals of Captain Wedderburn, the Maſter Attendant, and of Mr. Sampſon, the Deputy Maſter Attendant, for contracting for the expences of the Marine De-

partment, for the term of two years, to commence from the firſt of the enſuing month, as contained in their letter of the 22d inſtant, be accepted, and that they be called upon for their ſecurities.

Ordered, That Mr. Keble, the preſent contractor, be informed of this reſolution, and directed to deliver over charge on the firſt of November.

Mr. Francis.

I diſſent.

EXTRACT of the Proceedings of the Board of Inſpection, the 15th January 1778.

Read alſo the following letter from the late Marine Contractor to the Honourable Warren Haſtings, Eſquire, Governor General and Preſident, &c. members of the Board of Inſpection.

Honourable Sir, and Gentlemen,

The preſent Marine Contractor having agreed to take the remaining balance of ſtores, agreeable to a liſt delivered in, amounting, excluſive of intereſt from the 30th November, to current rupees 75,970. 10. 6, I ſhall eſteem myſelf greatly obliged by the Honorable Board's advancing me 50,000 Arcot Rupees until the ſtores are delivered over, and a proper receipt returned for the ſame.

I have the honour to be, with the moſt reſpect,

Fort William,
the 12th January 1778.

Honourable Sir, and Gentlemen,

Your moſt obedient humble ſervant,

(Signed) PAGE KEBLE,

Late Marine Contractor.

Agreed, That the ſtores offered by the late, and accepted by the preſent Marine Contractor, be paid for by an advance made, on account of the latter, from the Company's Treaſury, to be repaid by a monthly deduction of five thouſand rupees from the Contractor's bills, until the whole debt ſhall be cleared:—That a caution be given to the new Contractor, that he do not incumber himſelf with a larger quantity of ſtores, for the performance of his contract, than ſuch as will be neceſſary during the term, as he is not to expect that the Company will, in like manner, take off his hands ſuch ſtores as may remain at the expiration of it:—That a clauſe be inſerted in the contract, particularly noticing this advance made to the Contractor, and binding the ſecurities for payment of it.

Ordered, That the ſtores be immediately delivered; and, upon a notification from the Contractor of his having received them, with a liſt ſpecifying the particulars, and their coſt, that an order be paſſed for payment of the amount to the late Contractor.

EXTRACT of the Proceedings of the Board of Inſpection, the 16th April 1778.

The Secretary alſo lays before the Board the Marine Contract, in which a blank is left, as mentioned in the above letter.

Agreed, That the name of Mr. Doveton be inſerted in the room of the late Captain Welderburn, and that the contract be executed.

Ordered, That a copy thereof be entered after this day's proceedings.

ARTICLES

ARTICLES of Agreement indented, had, made, concluded, and fully agreed upon, this Firſt Day of November, in the Year of our Lord Chriſt One thouſand Seven hundred and Seventy-ſeven, between the United Company of Merchants of England trading to the Eaſt Indies, on the one part; and John Sampſon, of Fort William in Bengal, Gentleman, and Frederick Doveton, of the ſame Place, Gentleman, of the other Part; in Manner and form following, that is to ſay,

Whereas the ſaid United Company have provided twelve pilot veſſels and One Yatch, for the uſe of the pilotage ſervice into and out of the river Houghly, to and from Calcutta, and other places in and about the ſame river, and have delivered eleven of ſuch veſſels into the charge of the ſaid John Sampſon and Frederick Doveton, and are likewiſe to deliver to them the Caranja ſchooner (upon her return from her voyage to Suez, which ſhe is now out upon) upon the agreement of them the ſaid John Sampſon and Frederick Doveton, for the ſpace of two years now next enſuing, to provide and maintain the ſaid veſſels in ſuch pilotage duty and ſervice, in conſideration of the monthly ſum of current rupees twenty-five thouſand two hundred and ſix, to be paid them by the ſaid United Company, for the eleven veſſels ſo already delivered; and the further ſum of one thouſand nine hundred and ninety-eight current rupees per month for the ſaid ſchooner Caranja, when ſhe ſhall be returned and delivered over to them the ſaid John Sampſon and Frederick Doveton, as hereinafter is mentioned. Now theſe preſents witneſs, that the ſaid John Sampſon and Frederick Doveton, for and in conſideration of the ſaid monthly ſum of current rupees twenty-five thouſand two hundred and ſix, to be paid them by the ſaid United Company, for the eleven veſſels and yatch ſo already delivered, and the further monthly ſum of one thouſand nine hundred and ninety-eight current rupees, to be paid them from the time the ſaid ſchooner Caranja ſhall be delivered them, as hereinafter is mentioned, do, for themſelves ſeverally and reſpectively, and for their ſeveral aud reſpective heirs, executors, and adminiſtrators, covenant, promiſe, and agree, to and with the ſaid United Company, their ſucceſſors and aſſigns, that the ſaid John Sampſon and Frederick Doveton, and the ſurvivor of them, and executors and adminiſtrators of ſuch ſurvivor, ſhall and will well and truly, for the ſpace of two whole years from the day of the date of theſe preſents, at their own proper coſts and charges, from time to time, during the whole of the ſaid term, well and truly maintain, preſerve, and keep the ſaid eleven pilot veſſels, and the ſaid yatch, now already delivered, and the ſaid other veſſel or ſchooner, when delivered into their cuſtody in good condition and repair; aud ſhall and will find and provide for tne ſame veſſels and yatch reſpectively, at all times, during the time or period aforeſaid, all and every ſuch good and ſufficient ſtores, anchors, cables, and requiſites whatſoever, as ſhall be neceſſary to preſerve and keep the ſaid veſſels and yatch fit and ready for ſervice, during ſuch ſpace of time as aforeſaid; and ſhall and will alſo, at their own proper coſts and charges, during ſuch time or times, maintain and provide for the ſaid veſſels and yatch ſuch good, ſufficient, and proper number of pilots, mates, maſters, and mariners, as hereinafter is mentioned, to manage and conduct the ſame, and render them uſeful in piloting ſhips into, and out of, the ſaid river Houghly, from certain parts or places called Ballaſore Roads, and other the uſual places in and about the ſame roads and river: And for the purpoſes aforeſaid, the ſaid John Sampſon and Frederick Doveton do further covenant and agree with the ſaid United Company, their ſucceſſors and aſſigns, that each and every of the ſaid ſchooner veſſels ſhall be found and provided with one experienced and capable pilot, and with two maſters, two mates, ann two boatſwains, all of them Europeans, together with five European ſeamen, and with one ſarang, one tindal, and twenty Laſcars; and alſo that each ſloop ſhall be found and provided with one like capable pilot, and with two maſters, two mates, and two boatſwains, all of them Europeans, with five European ſeamen; and with one ſarang, one tindal, and eighteen Laſcars; and alſo that the ſaid yatch ſhall be found and provided with one maſter, two mates, and one boatſwain; all of them Europeans, together with four European ſeamen. and one ſarang, one tindal, and eighteen Laſcars: And alſo, that the ſaid John Sampſon and Frederick Doveton, or the ſurvivor of them, or the executors or adminiſtrators of ſuch ſurvivor, at the end and expiration of the ſaid term of two years, ſhall and will well and truly deliver up and return to the ſaid United Company, their ſucceſſors or aſſigns, all and every the ſaid veſſels and yatch, in as good plight and condition as when the ſame were firſt received by them from the ſaid United Company, (the loſs or reaſonable uſe thereof in the mean time, in ſuch pilotage duty as aforeſaid, only excepted, which ſtate of the ſaid veſſels and yatch reſpectively, the ſaid John Sampſon and Frederick Doveton do hereby promiſe and agree ſhall be aſcertained by ſurveys, to be taken thereof by the proper ſervants or officers of the ſaid United Company, or by any other perſon or perſons to be appointed by the ſaid United Company for that purpoſe, at the time of the delivery or re-delivery of the ſaid veſſels and yatch to the ſaid United Company, at the expiration of the ſaid two years; and if, upon any ſuch ſurvey, the officers or ſervants of the ſaid United Company, or other perſons making the ſame, ſhall adjudge any damage done to, or any repairs of the ſame veſſels or yatch, or any

or either of them, or of either or of any part of their, or either of their tackel or furniture, to be requiſite and neceſſary, then the ſaid John Sampſon and Frederick Doveton do hereby promiſe and agree to and with the ſaid United Company, at the proper coſts and charges of them the ſaid John Sampſon and Frederick Doveton, to cauſe ſuch repairs, and every of them, immediately to be made and done, on notice in writing being given to them, or either of them, of what is ſo requiſite to be done: Provided always, and it is hereby agreed, by and between the ſaid parties to theſe preſents, that in caſe of the loſs of any or either of the ſaid veſſels, or of the ſaid yatch, during the continuance of theſe preſents, in ſuch duty or ſervice as aforeſaid, and without any wilful neglect, default, or miſconduct of the ſaid John Sampſon and Frederick Doveton, their agents or ſervants, then the ſame loſs ſhall fall upon and be replaced at the expence and proper coſts and charges of the ſaid United Company: Provided alſo, and it is hereby further covenanted and agreed, by and between the ſaid parties to theſe preſents, that during ſuch ſpace of two years, or other the continuance of theſe preſents, ten of the ſaid veſſels ſhall be employed in cruizing, and upon duty, in and about Ballaſore Roads aforeſaid, and in the uſual track for pilot veſſels in the river Ganges, according to the directions and under the controul of the Maſter Attendant of the ſaid United Company at Fort William aforeſaid, for the time being, allowing at the ſame time, during the period aforeſaid, proper time for the repairing of any or either of ſuch veſſels, or of the ſaid yatch, upon a notice in writing, under the hands of them the ſaid John Sampſon and Frederick Doveton, or under the hand of either of them, being firſt given to the Governor General and Council at Fort William aforeſaid, by ſuch Maſter Attendant, of the want of ſuch repairs; and on permiſſion being firſt had and obtained from the Governor General and Council aforeſaid, for the bringing up any or either of the ſaid veſſels, or the ſaid yatch, to Fort William aforeſaid, for the purpoſe of being ſo repaired: And the ſaid John Sampſon and Frederick Doveton do hereby, for themſelves, their heirs, executors, and adminiſtrators, further covenant, promiſe, and agree, to and with the ſaid United Company, their ſucceſſors and aſſigns, that, during ſuch ſpace of two years, one of the ſaid veſſels ſhall always remain and continue at Ingellee, upon ſuch ſervice as is uſual for ſuch veſſel there; and the ſaid yatch ſhall alſo, during the time aforeſaid, be in conſtant readineſs for ſuch occaſional ſervices as ſhall be required by the Governor General and Council at Fort William aforeſaid: And alſo, that they the ſaid John Sampſon and Frederick Doveton ſhall and will, for and during the term of two years aforeſaid, from time to time, and at all times hereafter, during the ſaid two years, well and truly at their own coſts and charges, pay and diſcharge the wages of all the neceſſary and uſual officers, artificers, head ſarang, Laſcars, and workmen of the marine dock yard at Fort William aforeſaid; and ſhall and will well and truly find and provide for ſuch officers, artificers, head ſarang, and Laſcars, their uſual cloathing and proviſions, as hath been heretofore monthly found and provided for them; and ſhall and will well and truly ſupport, maintain, and keep in repair, during ſuch time as aforeſaid, all and every the different pinnaces employed by, or any way in the ſervice of the ſaid United Company, or their agents or officers, in and about Fort William aforeſaid; and ſhall and will pay and diſcharge the wages of all workmen and ſervants employed, and to be employed, in and about Fort William aforeſaid; and ſhall and will pay and diſcharge the wages of all workmen and ſervants employed, and to be employed, in and about the ſame pinnaces, and every of them; and alſo ſhall and will, during ſuch time as aforeſaid, bear and pay all coſts, charges, and expences of ſloops, budgerows or boats, for the purpoſe of carrying and conveying the Maſter Attendant at Fort William aforeſaid, or his Deputy for the time being, together with all workmen and other perſon neceſſarily wanted by the ſaid Maſter Attendant, or his Deputy, to be carried up and down, in and about the ſaid river, upon the buſineſs of the ſaid United Company; and alſo ſhall and will, from time to time, and at all times, during ſuch ſpace of time as aforeſaid, at their own proper coſts and charges, well and truly find and ſupply all and every ſuch ſtore and ſtores as, during the ſaid term of two years, ſhall or may be wanted in or for the uſe of the marine yard at Fort William aforeſaid; and alſo ſhall and will, during the ſaid term, well and truly keep up and maintain the buoys placed in and about the ſaid roads and river in good and ſufficient order and repair; and ſhall and will, at their own proper coſts and charges, well and truly find and provide all and every ſuch new buoys, as ſhall or may be wanted in ſuch roads and river, during ſuch term as aforeſaid, and at their own coſts and charges place and affix the ſame, in a ſufficient and proper manner, in the ſame roads and river reſpectively; and ſhall and will defray and diſcharge all charges and expences whatſoever, for the neceſſary ſoundings to be made in the ſaid river, during the term aforeſaid. And whereas it hath been agreed by and between the ſaid parties to theſe preſents, that all the marine ſtores wanted, and to be wanted, by the ſaid John Sampſon and Frederick Doveton, for the purpoſe of performing and fulfilling the ſeveral covenants and agreements in theſe preſents contained, over and above what they have received from the late Marine Contractor with the ſaid United Company, and have now got in their poſſeſſion, are to be taken and purchaſed by the ſaid John Sampſon and Frederick Doveton from the ſaid United Company, upon ſuch terms and conditions as hereinafter are mentioned: And whereas the ſaid John Sampſon and

and Frederick Doveton have borrowed and received from the ſaid United Company the ſum of current rupees ſeventy-five thouſand nine hundred and ſeventy, ten annas, and ſix pice, to enable them to pay for ſtores now in their poſſeſſion, and received from the ſaid late contractor as aforeſaid, which ſum of money is to be repaid by inſtallments, at the rate of current rupees five thouſand per month, and to be deducted by the ſaid United Company out of the payments to be made by them to the ſaid John Sampſon and Frederick Doveton as hereinafter is mentioned: Now the ſaid John Sampſon and Frederick Doveton for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective heirs, executors, and adminiſtrators, do further covenant, promiſe, and agree, to and with the ſaid United Company, their ſucceſſors and aſſigns, that they the ſaid John Sampſon and Frederick Doveton, and the ſurvivor of them, and the heirs, executors, and adminiſtrators of ſuch ſurvivor, ſhall and will, during the term of two years aforeſaid, purchaſe of and receive from the ſaid United Company, all ſuch marine ſtores whatſoever, as, during the term of two years aforeſaid, ſhall or may be ſent from Europe to Fort William aforeſaid, by any or either of the ſhips in the ſervice of the ſaid United Company; and ſhall and will purchaſe and receive from the ſaid United Company, from out oft heir warehouſes, or other places at Fort William aforeſaid, all and every ſuch marine ſtores, and ſtore of every kind whatſoever, as ſhall be wanted for the purpoſes hereinbefore mentioned, or any or either of them, if the ſaid United Company ſhall have or be poſſeſſed of the ſtores which for the time being ſhall be wanted as aforeſaid; and ſhall and will pay the ſaid United Company for the ſame ſtores, and every of them, on receipt thereof, at and after the rate of twenty-five per cent. over and above the invoice price of ſuch ſtores, as the ſame ſhall appear marked and rated in the invoices of the ſame ſtores reſpectively. And the ſaid United Company, for the conſiderations aforeſaid, do for themſelves, their ſucceſſors and aſſigns, covenant, promiſe and agree, to and with the ſaid John Sampſon and Frederick Doveton, and to and with the ſurvivor of them, their executors and adminiſtrators, that they the ſaid United Company, their ſucceſſors and aſſigns, ſhall and will, for and on account of the ſaid eleven veſſels and yatchs ſo already delivered as aforeſaid, well and truly pay, or cauſe to be paid, to them the ſaid John Sampſon and Frederick Doveton, and to the ſurvivor of them, and to the executors and adminiſtrators of ſuch ſurvivor, the monthly ſum of current rupees twenty-five thouſand two hundred and ſix, in each and every calendar month, during the ſaid term of two years, each payment to be made within the firſt ten days of each month; and the firſt payment thereof to begin and to be made on or before the fifteenth day of November now next enſuing: And alſo ſhall and will, upon the return of the ſaid Caranja ſchooner from her ſaid voyage, well and truly deliver, or cauſe her to be delivered to them the ſaid John Sampſon and Frederick Doveton, to be uſed and employed upon ſuch duty and ſervice, and at ſuch place and places, as is hereinbefore mentioned, in reſpect of the ſaid other ten veſſels; and alſo ſhall and will, from the time of the delivery of ſuch ſchooner to them the ſaid John Sampſon and Frederick Doveton as aforeſaid, well and truly pay, or cauſe to be paid, to them the ſaid John Sampſon and Frederick Doveton, and the ſurvivor of them, and the executors and adminiſtrators of ſuch ſurvivor, the further monthly ſum of one thouſand nine hundred and ninety-eight current rupees, for each and every calendar month, during the reſt and reſidue of the ſaid term of two years, to commence from the time of the ſaid ſchooner being ſo delivered as aforeſaid, and to be paid in each month, within ſuch time as is hereinbefore mentioned for the payment of the ſaid ſum of current rupees twenty-five thouſand two hundred and ſix: Provided always nevertheleſs, and it is hereby expreſsly agreed, by and between the ſaid parties to theſe preſents, and it is the true intent and meaning of the ſame, that it ſhall and may be lawful to and for the ſaid United Company, their ſucceſſors and aſſigns, from time to time, and at all times hereafter, until the full payment and return to them of the ſaid ſum of current rupees ſeventy-five thouſand nine hundred and ſeventy, ten annas, and ſix pice, monthly and every month, as the payments herein beforementioned ſhall become due to the ſaid John Sampſon and Frederick Doveton, to deduct and retain thereout and therefrom the monthly ſum of current rupees five thouſand, until the whole of the ſaid debt, or ſum of current rupees ſeventy-five thouſand nine hundred and ſeventy, ten annas, and ſix pice, is fully diſcharged and ſatisfied; any thing hereinbefore contained to the contrary thereof in any wiſe notwithſtanding. In witneſs whereof the Honourable Warren Haſtings, Governor General, Richard Barwell, and Philip Francis, Eſquires, counſellors of the Preſidency of Fort William, have ſigned their names, and put the common ſeal of the ſaid United Company, on behalf of the ſaid United Company, to one part of theſe preſents, and the ſaid John Sampſon and Frederick Doveton have ſet their hands and ſeals to the other part of theſe preſents, the day and year firſt above written.

Sealed and delivered (where no ſtamps are in uſe, or to be had) in preſence of

(Signed) J. BAUGH,
W. ATKINSON.

(Signed) J. SAMPSON. L. S.
FRED. DOVETON. L. S.

EXTRACT of the Proceedings of the Board of Inſpection, the 20th May 1779.

Read the following Application from the Marine Contractors.

To the Honourable Warren Haſtings, Eſquire, Governor General, &c. Members of the Board of Inſpection.

Honourable Sir, and Sirs,

We beg leave to propoſe to the conſideration of your Honourable Board, the renewal of our contract for ſupplying the pilot veſſels with marine ſtores, on the ſame conditions as the preſent.

We are encouraged to hope that the Board will think this propoſal not unreaſonable, as well from the fair and advantageous terms of the contract to Government, the fidelity with which we have executed it, and the peculiar propriety of committing to the Maſter Attendant the ſupplies of the marine under his charge, and for which he is accountable, as from the impoſſibility of our ſupporting ourſelves on the very trifling ſalary annexed to our offices.

The reaſon of this early application, is that the ſuperfluous ſtores which may remain on hand at the end of the preſent contract, being at our own riſk, we have been obliged to confine our purchaſes to ſuch a quantity only as might be ſufficient to ſerve the term o. it, and ſhall conſequently require timely notice for laying in new ſupplies on the arrival of the firſt ſhips from Europe, if the Board ſhall think proper to acquieſce in our propoſal.

We are, with the utmoſt reſpect,

Calcutta,
the 18th May 1779.

Honourable Sir, and Sirs,

Your moſt obedient humble Servants,

(Signed) J. SAMPSON,
FRED. DOVETON.

Agreed, that the Contractor's letter do lie for conſideration until the next meeting of the Board in this department.

EXTRACT of the Proceedings of the Board of Inſpection, the 24th June 1779.

Read again the Letter from the Marine Contractors, dated the 18th of May, and entered in conſultation the 20th of that month, applying for a renewal of their preſent contract.

Mr. Francis.

I beg leave to aſk, when their preſent contract expires?

The ſecretary replies, on the firſt of next November.

Governor General.

I move that the terms of their Petition be granted; that is to ſay, that the contract at preſent ſubſiſting with Meſſrs. Sampſon and Doveton be renewed, preciſely on the ſame conditions, and for the ſame period, to commence from the firſt of November next.

Mr.

Mr. Francis.

I beg leave to obſerve, that the preſent contract was given to Meſſrs. Wedderburn and Sampſon on the 30th of October 1777, and that they engaged in the execution of it immediately; conſequently no neceſſity of the ſervice can be urged in favour of the renewal of it at this ſeaſon of the year—for this reaſon I think the motion premature; but I muſt vote againſt it, becauſe I do not think this Board are legally empowered to bind the Company by contracts, commencing after the period of our own diſſolution; if we can do it for a ſingle day, why might we not enter into engagemenes to commence twenty years hence? This opinion I have often declared on ſimilar occaſions; and I do not doubt, for my own part, that the queſtion will be litigated hereafter. If this objection did not exiſt, I ſhould oppoſe the motion on another gronnd. I think it very inexpedient for this Board, almoſt at the expiration of their own exiſtence, to tie up the hands of their ſucceſſors from making new arrangements in the different departments of Government, if they think proper. On the other ſide, if the power of the Government ſhould remain where it is actually veſted, it will be at full liberty to execute this, or any other meaſure the Government then ſubſiſting may think neceſſary for the public ſervice.

Mr. Wheler.

I have no objection to the propoſal, as far as it relates to the continuing Mr. Sampſon in the ſupply of the naval ſtores, and the repairs of the pilot veſſels; but I think this by no means a proper time to bring on that queſtion; for, excluſive of the objections already ſtarted by Mr. Francis, it is, I believe an univerſal practice of all Boards to appoint fixed periods for the commencement and renewal of contracts, without which, buſineſs of this nature cannot be conducted with any ſort of regularity.

Mr. Sampſon has not furniſhed the Board with any means of judging whether the preſent terms on which he holds the contract, are ſuch as we may with propriety agree to; nor have I any means of judging whether the ſtores which he is to ſupply, are to be procured at or near the ſame terms on which they were provided in the year 1777.—For theſe reaſons, I am at preſent againſt the queſtion.

Mr. Barwell.

None of the arguments oppoſed to the motion refute the public utility or benefit of the meaſure. The diſſolution of the preſent Government, and an entire change of ſyſtem, is applied to almoſt every ſubject that falls under conſideration; whether the political ſcene of India is the topic of debate, or a contract for keeping up the pilot ſloops for the Company's ſervice in the river of Bengal; I do not think any conſideration, but that of the benefit of the future ſervice, ſhould influence our votes on any ſubject.—I agree to the motion.

Governor General.

Mr. Francis has exhibited a very ſtriking, and, I fear, too faithful portrait of this Government, which is at the ſame time charged with the care of the moſt important intereſts, or at this time at leaſt the moſt important of the Britiſh nation, and yet can only ſubſiſt on daily expedients. I feel the neceſſity of yielding to this practice in ſome degree; but I yield to it with reluctance, and will yield only where I am compelled to it. I repeat the poſition aſſerted in Mr. Barwell's minute, that no conſideration, but that of the benefit of the future ſervice, ſhould influence our votes on any ſubject. However the inſtruments of Government may fluctuate, or its powers be weakened by the ſuſpenſion of that authority which is neceſſary for their exertion, there muſt neceſſarily exiſt, in every government, a vital principle which never dies, but remains for ever the ſame in whatever body it may ſucceſſively animate. So true is this maxim, that even the acts of an uſurpation, and even in our own conſtitution, have been confirmed by the legal government on its reſtoration. The acts, therefore, of this government, if they are legal now, and during the term of its exiſtence, are equally ſo to any period, however remote, to which their force or influence may extend. If, as Mr. Francis ſuggeſts, it is unlawful for the Members of this Government to form contracts, which are to commence after the period of their own diſſolution; it is alſo unlawful for them, on the ſame principles, to form contracts which, though immediately commencing, are to endure beyond the ſame term.

It

It is not their commencement that makes them unlawful, but their effect at whatever period; and this I remember was the poſition, as it was ſtated on a former occaſion by Mr. Francis. On the ſame principle, every indefinite act of the Board, and every act which, though calculated for the day, may virtually extend its influence beyond the month of October, is illegal. All acts have that tendency, and of courſe, if this principle is true, all the powers of Government ought, from this time, to remain in total ſuſpenſion till the new Government has taken place.

Objections, on this or a ſimilar ground, might, however, be ſtated to the queſtion now before the Board, were it either irregular, unuſual, or unneceſſary. It is neither. I have a clear recollection that it ſtands as an expreſs rule, in ſome part of our proceedings, that all contracts ſhall be formed and determined ſome months prior to their commencement, for this reaſon, that it was impoſſible for any contractor to fulfil the terms of his contract without a ſtore, which he could not be expected to lay up on the bare chance of his obtaining the contract, or without ready money purchaſes, which would ſtand him in an amount far exceeding their proper rate; and this difference muſt ultimately fall on the Company, as it would form a part of the eſtimate on which the propoſals were made.

In anſwer to an obſervation of Mr Wheler's I muſt remark, that the preſent propoſed contracts are not for the ſupply of ſtores, but for the whole expence and repair of the marine, at a fixed and groſs ſum for every veſſel; of courſe, the ſame reaſons which induced the Board to grant the preſent contract (and I believe that the Board were unanimous in their agreement to furniſh this expence by contract, though they differed in their choice of the contractors) muſt operate with exactly the ſame force for the continuation of it. I believe, indeed, that the new contract will be more advantageous, becauſe of the time allowed for providing materials for the commencement of it; but it is an advantage purely derived from this circumſtance, and unattended with any loſs to the Company.—Upon the whole, I am for the queſtion.

Mr. Francis.

The general queſtion of contracts is too well underſtood to require any explanation of it from me. No one will think it likely that our Government ſhould ſuffer any eſſential diſtreſs, if this or that contract ſhould not be renewed four months before it expires. Formal arguments applicable perhaps to queſtions of ſtate, loſe all weight and dignity, and will hardly be thought ſerious, when applied to ſuch a ſubject as that before us.

With reſpect to the point of law, I am far from preſuming to deliver a peremptory opinion. My idea of the matter is ſimply this: The Company have given us a general power to perform by contract ſuch of their buſineſs as can be conveniently ſo performed. Under this general power, I think the Board would have a right to renew every contract when it expired, provided the renewal was made for the uſual and ordinary period. In ſuch caſe, the right ariſes out of the neceſſity of the thing.—The ſervice muſt be provided for by a new engagement, at the time, when the old one expires. The act of the Board, being lawful *ab initio*, will continue ſo till its operation ends, though it ſhould extend to a time beyond our own political exiſtence; our principals are ſo far forth-bound by our act; but if a power be aſſumed of binding the Company, beyond the extent and fair conſtruction of this principle, I deſire it may be conſidered, whether it may not lead to a conſequence equally abſurd and dangerous; (viz.) that an agent or repreſentative may bind his conſtituents by engagements, not only to commence and be executed at a time when circumſtances may be totally altered, and which of courſe will preclude the conſtituent from taking advantage of ſuch change of circumſtances; but when the agent himſelf ceaſes to exiſt as ſuch, and is no longer anſwerable for the operation of acts done by him: The conſtituent is bound, and yet he has no hold upon his repreſentative who has bound him.

I do not remember the rule alluded to by the Governor; it may be an uſeful one, when publication is made, and propoſals received from the beſt bidders.

Governor General.

I ſhould not perhaps have taken notice of the principle of Mr Francis's objections, had it been applied to this ſingle queſtion; it is the repeated application of it which drew from me the obſervations I have made upon it. I do not think the preſent ſubject merits ſo long a diſcuſſion, and another ſubject, of much more conſequence, awaits the deciſion of the Board.

On

On Monday laſt I brought before the Board a letter from Mr. Lyon, complaining that a conſiderable part of the buildings of the fort, which he had engaged to complete by contract within a limited time, had been ſuſpended ſince the 8th of this month, in conſequence of a difference of opinion between him and the Chief Engineer, regarding the conſtruction of his contract, and an order received from the Chief Engineer, to lay the Ordnance ſtorehouſes with three-inch plank inſtead of two, although he had prepared 34,000 feet of plank of inferior thickneſs, amounting to 21,000 rupees, in conſequence of inſtructions received from the Chief Engineer, and his own conſtruction of the terms of the contract. The Secretary was directed to communicate the whole of this repreſentation to the Chief Engineer, and require his explanation of the fact by this day. I underſtand from the Secretary, that he has not yet received any anſwer from the Chief Engineer. I think that the Board ſhould not permit this delay; but wiſh that the difference may be determined by the papers produced by Mr. Lyon before the Board, which, I believe, they will find to contain ſufficient materials to enable them to decide upon it.

Reſolved, That the contract at preſent ſubſiſting with Meſſrs. Sampſon and Doveton be renewed, preciſely on the ſame conditions, and for the ſame period, to commence from the firſt of November next.

EXTRACT of the Proceedings of the Board of Inſpection, the 12th Auguſt 1779.

The Marine Contract being laid before the Board by the Secretary, with the neceſſary clauſes annexed to it, in conſequence of their Reſolution of the 24th of June, to prolong that engagement for the term of two years from the firſt of next November, the ſame is executed by the Governor General and Mr. Barwell.

Mr. Francis.

I have already aſſigned my reaſons for thinking that this, and every other grant of this nature, and made in theſe circumſtances, is not valid in law, and I ſhall not ſign it.

Mr. Wheler likewiſe declines ſigning the contract.

Ordered, That it be preſented to Sir Eyre Coote for his ſignature, and that a copy of the additional clauſes be entered after this day's Conſultation.

Whereas, ſince the date and execution of the Articles of Agreement hereunto annexed, made between the United Company of Merchants of England trading to the Eaſt Indies of the one part, and John Sampſon and Frederick Doveton of the other part, they the ſaid John Sampſon and Frederick Doveton, have paid off and fully diſcharged the ſum of current rupees ſeventy-five thouſand nine hundred and ſeventy, ten annas, and ſix pice (in ſuch articles mentioned and ſtipulated to be paid off by inſtallments) purſuant to the true intent and meaning of the ſame articles: And whereas it hath been agreed by and between the ſaid parties, to lengthen and extend the ſame articles or contract for the further term of two years, from the firſt day of November next enſuing, as to the pilotage duty and ſervice, and to every other matter or thing whatſoever by the ſaid John Sampſon and Frederick Doveton therein agreed to be done and performed, as to the ſeveral veſſels and number of veſſels in ſuch Articles of Agreement mentioned (ſave and except as to the Caranja ſchooner, in ſuch articles named and mentioned to be out upon a voyage to Suez; ſince her return from which voyage the ſaid ſchooner having been burnt, is therefore to be excepted out of ſuch new engagement.) Now theſe preſents witneſs, and it is hereby covenanted, declared, and agreed, by and between the ſaid parties, that the ſaid Articles of Agreement hereunto annexed, ſo made and entered into between them as hereinbefore is mentioned, ſhall, and are hereby declared and agreed to be lengthened, extended, and continued, during the further term of two years than the term thereby limited (that is to ſay) from the firſt day of November now next enſuing to the firſt day of November which will be in the year of our Lord Chriſt one thouſand ſeven hundred and eighty-one; and that the ſame articles ſhall be ſo extended and continued, and are hereby declared and agreed to be extended and continued during ſuch further term, under and ſubject to all and ſingular the covenants, clauſes, and agreements, in ſuch articles mentioned and contained (ſave and except as

to the ſaid veſſel called the Caranja ſchooner, hereinbefore mentioned) in like manner, to all intents and purpoſes, as if the ſame articles had been originally made for the term of four years, inſtead of the term of two years therein mentioned; and each of them the ſaid parties to theſe preſents do hereby promiſe and agree with the other of them, that they the ſaid parties ſhall and will, on their and each of their reſpective parts and behalves well and truly obſerve, perform, and keep, all and ſingular the covenants, clauſes, conditions, and agreements in the ſaid articles contained on their and each of their reſpective parts and behalves to be obſerved, performed, and kept, during ſuch further term of two years, as fully and amply as if the ſame were herein again particularly mentioned and inſerted. In witneſs whereof the ſaid Warren Haſtings, Eſq. as Governor General, Richard Barwell, Philip Francis, and Edward Wheler, Eſquires, and Lieutenant General Sir Eyre Coote, Knight of the moſt Honourable Order of the Bath, as Counſellors of the Preſidency of Fort William aforeſaid, have ſubſcribed their hands, and ſet the common ſeal of the ſaid United Company to one part of the preſents, remaining with the ſaid John Sampſon and Frederick Doveton; and to the other part thereof, remaining with the ſaid Governor General and Council, the ſaid John Sampſon and Frederick Doveton have ſet their hands and ſeals, in Calcutta, this twelfth day of Auguſt, in the year of our Lord Chriſt one thouſand ſeven hundred and ſeventy-nine.

Sealed and delivered (where no ſtamps are in uſe, or to be had) in the preſence of

(Signed) J. BAUGH,

W. ATKINSON.

(Signed) J. SAMPSON.

FRED. DOVETON.

EXTRACT of the general letter from Bengal, dated the 14th January 1780.

Par. 116. Previous to the receipt of the above orders, we had, upon an application made to us by Meſſrs. Sampſon and Doveton, renewed their contract, for the expence and repair of the marine, preciſely upon the ſame terms, and for the ſame period, commencing from the firſt of laſt November.

117. We beg leave to refer you to the letter of Meſſrs. Sampſon and Doveton on the ſubject, and to our debates upon it. Mr. Francis having diſapproved of the grant, and given it as his opinion that it was not valid in law, refuſed his ſignature to the deed. Mr. Wheler alſo declined putting his name to it.

EXTRACT of Proceedings of the Board of Inſpection, the 30th December 1779.

The following letters having been received from Mr. Croftes*, the contractor for ſupplying draft and carriage bullocks and camels, and victualling the army; Mr. Sampſon, the marine contractor at the preſidency; Mr. Forde, the marine contractor at Chittagong; Mr. Vanderheyden, the contractor for the repairs of the cantonments at Burrampore and Dinapore; Mr. Templer, the contractor for providing elephants; Mr. Campbell the contractor, and Mr. Williams, his intended ſucceſſor, for defraying the hoſpital expences, in anſwer to the Company's orders by the General Barker, reſpectively concerning them; they are now recorded.

To

* Vide Appendix to the 9th Report of Select Committee of the Honourable Houſe of Commons.

To the Honourable Warren Haſtings, Eſquire, Governor General, &c. Members of the Board of Inſpection.

Honourable Sir, and Sirs,

I have received a letter from your Secretary, dated the 25th laſt month, encloſing ſundry paragraphs of the general letter from the Honourable the Court of Directors, by the General Barker, in which they have been pleaſed to expreſs their diſapprobation of the marine contract being held by the Maſter Attendant, and have required that I ſhall relinquiſh it in November following the receipt of their order, and be no longer a competitor for, or intereſted, directly or indirectly in, any future contract of the ſame nature, except I reſign my office of Maſter Attendant.

The Court of Directors having, no doubt, been furniſhed with the reaſons which induced the Board to grant the contract to the Maſter Attendant, it would ill become me, as a ſervant of the Company, to offer any remarks on the judgement which they have thought proper to paſs on this mode of conducting the marine ſervice; I ſhall, therefore, think it my duty to comply implicitly with their commands, by either relinquiſhing the contract, or the office of Maſter Attendant, on or before the 1ſt November next, of which timely notice ſhall be given to the Board, that they may be enabled to regulate this department of their affairs in the manner preſcribed by the Court of Directors.

I muſt beg leave, however, to repreſent, that on the faith of government, in June laſt, by which my contract was extended to the 1ſt November 1781, I have made large purchaſes of different kinds of ſtores, for the ſupply of the pilot ſloops, many of which cannot be expended before the expiration of that term; and I have alſo ſtill remaining on hand many of the ſtores, and thoſe the moſt heavy articles, which the Board required me to take, at a very high price, from the late marine contractor. Under ſuch circumſtances, and in conſideration of the conſtant good repair in which the ſloops have been kept, the quality and regular ſupply of ſtores furniſhed to them, the ſatisfaction which I flatter myſelf I have given during the whole courſe of my contract, no complaints having been ever preferred to the Board, at leaſt that have come to my knowledge, againſt my conduct; and laſtly, the faith of government ſolemnly pledged to me, by the execution of a formal inſtrument under the ſeal of the Company, and the hands of the Governor General and Council; I hope the Board will be induced, if they ſhould not think themſelves at liberty to diſpenſe with the orders of the Court of Directors in the preſent inſtance, to make me ſome adequate compenſation for the diſappointment and loſs which I ſhall ſuſtain, by either giving up my exiſting engagements, or reſigning my office of Maſter Attendant.

I have the honour to lay before you certificates, ſimilar to thoſe I ſubmitted to you laſt year, from the pilots and maſters in charge of the different ſchooners and ſloops, of the veſſels having been kept in conſtant good repair, and regularly furniſhed with all neceſſary ſtores; of the veſſels having received their annual re-fitting, and the regular payment of their own wages, as well as thoſe of the reſpective crews; alſo a certificate from the Deputy Maſter Attendant, of the payment of the eſtabliſhed number of officers for tranſacting the buſineſs of the marine, laſcars, coolies, &c. and of the complement of buoys having been kept in repair, during the ſecond year of my contract: And I ſhould be very happy if the Board would be pleaſed to order a ſurvey and report to be made to them of the preſent ſtate of the pilot veſſels, which I am convinced will confirm the information contained in theſe certificates.

I am, with the utmoſt reſpect,

Honourable Sir, and Sirs,

Your moſt obedient humble ſervant,

Calcutta,
2d December 1779.

(Signed) J. SAMPSON,
Marine Contractor.

WE

WE the undermentioned pilots and maſters, in charge of our reſpective ſchooners and ſloops employed in the Honourable Company's pilot ſervice at the Preſidency of Fort William, do hereby certify to the Honourable the Governor General and Council, that each of our reſpective veſſels has been kept in conſtant good repair, and regularly furniſhed by the Marine Contractor with all neceſſary ſtores, ſince the commencement of the marine contract; that they have received the annual re-fitting in a complete manner; and that our own wages, and thoſe of the reſpective crews, have been duly paid every month as they became due, and were demanded: In teſtimony whereof, we have hereunto ſet our hands, in Calcutta.

Time each veſſel received the Annual Refit.	Veſſels Names.	Pilots.	Maſters.
1779.			
March 1ſt —	Caranja ſchooner,	———	William Grimes.
D° —	Nerbudah ſchooner,	Peter Gilbrith,	Iſaac Golledge.
D° —	Indus ſchooner,	Godlieb Crahel,	Den' Connely.
D° —	Tannah ſchooner,	Alex' Sannel,	Cornelio Cooper.
April 1ſt —	Triton ſchooner,	John Teyerr,	his Fernandas X Arden, mark.
D° —	Ruſſel ſchooner,	James Broders,	J. Wade.
D° —	Snow, Lovely Sophia,	Edmund Creſſey,	his Joſeph X Friend, mark.
D° —	Phenix ſchooner,	Henry Dean,	William Green.
May 1ſt	Comet ſloop,	John Smith,	James Simpſon.
D° —	Sea Horſe ſloop,	Richard Smith,	James Menzies.
D° —	Bonetto ſloop,	John Chriſting,	Alex' Brander
June 1ſt —	Diligent ſchooner,	Hugh Caſtleman,	his Thomas X Croſsby, mark.
D° —	L'Orient ſloop,	Thomas Carr,	James Menzies.
D° —	Speedwell yatcht,	———	Thomas Broad.

THIS is to certify to the Honourable the Governor General and Council of Fort William, That during the twelve months that Mr. John Sampſon has held the marine contract, he has regularly kept on duty and in conſtant pay the eſtabliſhed number of laſcars and coolies, and the neceſſary officers for tranſacting the buſineſs of the marine:—He kept the marine pinnaces in repair, and conſtantly ſupplied the officers with ſloops, budgerows, and boats, as they have been required, and paid our reſpective wages and batta, at all times, as it became due:—He has kept the proper number of Buoys in repair, and agreeable to the report of the 18th June 1779. In teſtimony whereof, I have hereunto ſet my hand, in Calcutta, this 1ſt day of November 1779.

(Signed) FREDERICK DOVETON.

Deputy Maſter Attendant.

REPORT

REPORT of Buoys lying in the River, June 18th 1779.

No. 1.	Buoy of Rangofulla	—	—	—	Engliſh	
2.	Upper buoy of the Mizzen		—	—	——	Dutch
3.	Middle buoy of the Mizzen		—	—	——	Ditto
4.	Buoy of the Gillingham		—	—	——	Ditto
5.	Lower buoy of the Mizzen		—	—	Engliſh	
6.	Upper buoy of the Cocklies		—	—	——	Dutch
7.	Lower buoy of the Cocklies		—	—	Engliſh	
8.	Buoy of Ingerlee	—	—	—	——	Dutch
9.	Buoy of the broken ground		—	—	Engliſh	
10.	Upper buoy of the Barabulla		—	—	Ditto	
11.	Lower buoy of the Barabulla		—	—	Ditto	
12.	Buoy of the Fairway	—	—	—	Ditto	

N. B. The above buoys are all in their proper places, and the Engliſh buoys are in good condition.

F. DOVETON, Dr Mr Attendt

(Signed) JOHN TEYEN.
HENRY DEAN.
RICH. SMITH.
JOHN SMITH.
JOHN CHRISTEY.
THOMAS CARR.

SURGEON GENERAL'S CONTRACT.

EXTRACT of the Proceedings of the Board of Inſpection, the 9th May 1776.

READ the following Propoſals from the Surgeon General.

To the Honourable Warren Haſtings, Eſq. Governor General, and the Members of the General Council of India.

Honourable Sir, and Gentlemen,

The Honourable Company's medicinal expences having run very high for ſome years paſt, and from the manner in which they are at preſent conducted, there being little probability of any diminution of them; knowing how much it is the wiſh of the Honourable Board to curtail every kind of expence, as much as the good of the ſervice will admit—I have taken the liberty of laying the following propoſals before them, which, if carried into execution, will greatly leſſen the expence in this branch, and likewiſe be of advantage to the ſick, by putting the hoſpitals on a better and more regular footing than they have hitherto been.

In order to reduce the Honourable Company's expence, and to bring it to a fixed ſum, it is abſolutely neceſſary, that, inſtead of furniſhing their ſurgeons with medicines, inſtruments, and other neceſſaries, they ſhould oblige them to furniſh themſelves with all thoſe articles; and, that that this may be done in the eaſieſt manner poſſible, I propoſe to reimburſe the Honourable Company for all the medicines and inſtruments they ſend from Europe, according to their invoices, and will engage to ſupply all ſuch ſurgeons as may have occaſion for thoſe articles, at an advance of ten per cent. on what I pay; which cannot be deemed unreaſonable, as it is ſcarcely more than will defray the expence of unpacking, airing, and re-packing the Medicines, &c.

The above paying for the medicnes, will be a ſaving of, at leaſt, 30,000 rupees per annum; and although the Honourable Company's medicinal expences, civil and military, have amounted on a medium to upwards of 2,65,000 ſonaut rupees per annum for ſeveral years paſt, I will engage, for 2,18,000 ſonaut rupees per annum, to defray every kind of hoſpital and medicinal expence, of whatſoever denomination, for three years to come, and to put and keep the hoſpitals in order, according to the following regulations, which, if duly performed will render them inferior to no hoſpital whatever.

The regulations I propoſe are as follows:—

1ſt. Every hoſpital ſhall be furniſhed with medicines and inſtruments of every kind, ſufficient for the recovery of the ſick or wounded.

2d. As there is nothing more conducive to the recovery of the ſick in this climate, than frequent ſhifts of clean linen, every patient, on his admiſſion into an hoſpital, ſhall be immediately furniſhed with a cott, a mattraſs, and pillow, likewiſe with a ſheet, a pillowcaſe, and coverlid, a bed-gown, a nightcap, a pair of long drawers, and a ſhirt; which laſt ſeven articles ſhall be ſhifted three times a week, from April to November incluſive, and twice a week the reſt of the year; and in cold weather, or at any other time, when it may be judged neceſſary, the ſick ſhall be ſupplied with one or more quilts.

3d. The ſick ſhall be furniſhed with good and clean-dreſſed proviſions, according to the following table of diet.

	Breakfaſt.	Dinner.	Supper.
Full diet.	A pint of rice gruel, with ſalt and ſugar; or a pint of ſage, mint, or ſweet graſs tea, with ½ an ounce of ſugar candy, as the patient chuſes.	A pint of broth, with barley or greens, and ¾ of a pound boiled mutton.	A pint of rice gruel, with ½ an ounce of ſugar candy, and two ſpoonfuls of Madeira wine.
Middle diet	Ditto	A pint of broth, with barley or greens, and ½ a pound of boiled mutton; or a boiled chicken with a pint of chicken broth.	Ditto.
Low diet.	Ditto, or accordig to patient's appetite.	A pint of mutton or chicken broth; or ½ a pint of ſago or panado, with two ſpoonfuls of Madeira wine, and ½ an ounce of ſugar candy.	Ditto.
Milk diet.	A pint of new milk, with ½ an ounce of ſugar candy, and a little grated nutmeg.	A pint of rice milk, with ½ an ounce of ſugar, and a little nutmeg.	The ſame as breakfaſt.

The

The patients of every claſs ſhall each have daily a loaf of good bread, weighing a pound.

From November to April, excluſive, the ſick may be ſerved with beef inſtead of mutton, which at that time of the year is by no means leſs wholeſome.

The common drink for thoſe on full and middle diet to be rice water, barley water, or toaſt and water, with two ſpoonfuls of brandy and a quarter of an ounce of ſugar candy to each pint of it; or wine and water, two ounces of wine, and a quarter of an ounce of ſugar candy to a pint of water. The quantity not to exceed three pints a day.

Thoſe on low or milk diet to have rice water, barley water, or toaſt and water, with or without wine or ſugar candy.—Further quantities of wine, either madeira or claret, or any other neceſſary the ſick may ſtand in need of, muſt depend on the judgement of the ſurgeon who attends them.

4th. There ſhall be a ſervant to attend every ſix men in common, and one to attend on every ſingle man, when he is ſo bad as to be unable to help himſelf.

5th. Every ward in the hoſpital ſhall be fumigated with Benjamin, and ſprinkled with vinegar three times every week, from April to November, incluſive, and twice a week the reſt of the year: They ſhall likewiſe be ſweeped clean twice every day, when all private neceſſaries ſhall be regularly cleaned.

Theſe regulations being hung up in the hoſpitals, will make every patient a competent judge of his good or bad treatment, and thereby enable him to make his complaint, ſhould he have any, to the officers who daily viſit the hoſpitals.

The brigade on the field ſhall be conſtantly ſupplied with fifty covered doolies, having ſix bearers to each doolie; and likewiſe with a ſufficient number of coolies, to carry medicines, and other neceſſaries, for the ſick or wounded, the Quarter Maſter General furniſhing hoſpital tents and ſtraw, as heretofore; or, ſhould there be a neceſſity of embarking the ſick in boats, he is likewiſe to furniſh them, thoſe being expences never included in any of the hoſpital charges: But ſhould the ſervice at any time require a greater number of doolies than the fifty before mentioned, then the Honourable Board will allow at the rate of 30 ſonaut rupees per menſem for every extra doolie employed by order of any commanding officer. This is the only article in which the expence can exceed the ſtated ſum, and it is of little conſequence; as, unleſs the whole army was to be in motion, it can never amount to a ſum in any degree conſiderable.

By the foregoing mode of conducting this branch of buſineſs, there will, at leaſt, be a ſaving of eighty thouſand rupees per annum to the Honourable Company, the ſick will be better provided for, and a material inconvenience obviated; viz. that it has hitherto been the intereſt of the ſurgeons to have as great a number of ſick in the hoſpitals as poſſible As I believe this cannot be imputed to any ſurgeon in the ſervice, I beg leave to take notice of a circumſtance that greatly tends to make the ſoldiers remain as long in the hoſpitals as they can, which is, that whilſt they are in the hoſpital they have every thing found them, and a large balance of pay remaining to apply to what purpoſe they pleaſe, which, in general, is but little to their advantage: At preſent, they pay only three rupees per menſem for their diet, &c. whilſt in hoſpital: Were they to pay five rupees, the hoſpitals would be leſs crowded, and that would not be a proportion of their pay, equal to what ſoldiers pay in Europe.

As the above ſaving to the Honourable Company principally depends on their being paid for the medicines ſent from Europe, and freed from the expence of the Diſpenſary in Calcutta, ſhould the Honourable Board agree to theſe propoſals, it will then become neceſſary that perſons of every denomination, whether Company's ſervants or others, do indiſcriminately pay, at a moderate rate, for the medicines they uſe, excepting only writers and ſubaltern officers, on many of whom it might be a hardſhip; and it ſhall be my particular care, that every medicine iſſued from the diſpenſary ſhall be of the beſt quality, and prepared with the greateſt care. This expence to individuals will be but trifling, and thoſe who are not in circumſtances to pay, ſhall have their medicines gratis, with the utmoſt chearfulneſs.

This method of managing the medicines will likewiſe have another very deſirable effect, in preventing the ſcarcities of them, which frequently happen by its becoming more the immediate intereſt of the ſurgeons to take greater care of their medicines.

Before

Before I conclude, I think it may not be improper to inform the Honourable Board, that I have made the four ſurgeons next in rank to myſelf acquainted with theſe propoſals, and that they are approved of by all of them.

I have the honour to be, with the greateſt reſpect,

Honourable Sir, and Gentlemen,

Your moſt obedient and

Calcutta,
15th April 1776.

moſt humble ſervant,

(Signed) DAN. CAMPBELL,

Surgeon General.

Ordered, That the ſecretary do call on the Military Paymaſter General, and the Buxey, for the annual amount of the hoſpital expences for the laſt five years; and that he do alſo lay before the Board, an account of the annual amount of the Company's invoices of medicines for the ſame period. And,

Ordered, That the above propoſals do lie for conſideration.

EXTRACT of Proceedings of the Board of Inſpection, the 20th of February 1777.

Read again the propoſals laid before the Board by the Surgeon General, for contracting for the hoſpital expences, recorded on conſultation the 9th of May laſt.

The Secretary delivers in the following letters, and abſtract of hoſpital charges, received from the Military Paymaſter General.

To Mr. Iſaac Baugh, Secretary to the Board of Inſpection.

Sir,

I herewith encloſe you an abſtract of the hoſpital charges from the 1ſt of May 1769 to the 30th of April 1774. I would have brought it down to the end of April 1775, but the accounts of the 2d Brigade not being yet completed to that date, it was out of my power.

I am,

Sir,

Your moſt obedient ſervant,

Calcutta,
16th May 1776.

(Signed) Wm. PAWSON.

Mr Pr Mr Gl.

An

An ABSTRACT of the Hoſpital Charges, from the 1ſt of May 1769 to the 30th of April 1774.

From the 1ſt of May 1769 to the 30th April 1770	—	—	1,31,936	5	7
From the 1ſt of May 1770 to the 30th April 1771	—	—	1,18,795	5	11
From the 1ſt of May 1771 to the 30th April 1772	—	—	1,22,870	2	6
From the 1ſt of May 1772 to the 30th April 1773	—	—	1,47,109	14	10
From the 1ſt of May 1773 to the 30th April 1774	—	—	1,57,501	12	9
Current Rupees	—		6,78,213	9	7

Calcutta,
the 16th May, 1776

(Signed) Wm. PAWSON,

My Py Mr Gl.

The Secretary alſo delivers in the following abſtract received from the Buxey.

ANNUAL ACCOUNT of Hoſpital Charges, extracted from the Buxey's books for the laſt five years; viz. from May 1771 to April 1776 incluſive.

1771 —	May	—	—	6,723	15	6
	June	—	—	773	8	9
	July	—	—	6,773	2	6
	Auguſt	—	—	7,569	9	3
	September	—	—	18,852	14	3
	October	—	—	6,586	9	6
	November	—	—	7,120	1	9
	December	—	—	7,431	5	9
1772 —	January	—	—	8,314	7	—
	February	—	—	6,789	5	3
	March	—	—	6,833	11	9
	April	—	—	6,867	12	3
						90,636 10 6
	May	—	—	6,033	5	—
	June	—	—	676	5	—
	July	—	—	2,210	12	3
	Auguſt	—	—	668	8	6
	September	—	—	1,859	12	3
	October	—	—	3,382	8	—
	November	—	—	29,990	2	6
	December	—	—	6,366	8	6
1773 —	January	—	—	2,380	—	3
	February	—	—	10,780	6	6
	March	—	—	1,858	13	6
	April	—	—	3,574	3	—
						69,781 5 3
	May	—	—	6,123	6	6
	June	—	—	705	4	—
	July	—	—	2,863	15	3
	Auguſt	—	—	3,794	6	—
	September	—	—	8,690	11	6
	October	—	—	14,253	6	9
	November	—	—	6,532	12	6
	December	—	—	5,583	8	6
1774 —	January	—	—	2,638	11	—
	February	—	—	3,855	—	9
	March	—	—	3,199	13	—
	April	—	—	2,942	13	—
						61,183 12 9

	May	2,984	3	6	
	June	2,646	13	—	
	July	2,636	7	—	
	Auguſt	2,867	13	9	
	September	2,759	10	9	
	October	53,320	4	3	
	November	3,721	3	3	
	December	3,596	9	3	
1775 —	January	12,946	—	—	
	February	2,789	9	3	
	March	1,718	10	—	
	April	4,511	9	6	
					96,498 13 6
	May	2,397	2	6	
	June	2,658	8	—	
	July	5,070	1	6	
	Auguſt	2,528	13	9	
	September	2,672	13	—	
	October	12,260	—	6	
	November	2,930	3	3	
	December	3,404	6	9	
1776 —	January	2,798	10	—	
	February	4,101	9	6	
	March	5,712	—	3	
	April	2,365	3	3	
					48,899 8 3
		Current rupees			3,67,000 2 3

Errors excepted.

(Signed) SAM. TOUCHET, Buxey.

The Secretary further lays before the Board an Abſtract of the Company's invoices of Medicines, received from the Sub-Accomptant.

ABSTRACT of the Amount of the Invoices of Medicine Stores, from 1ſt May 1771 to the 1ſt May 1776.

		Cʳˢ	A.	P.
1771-2		15,143	4	—
1772-3		21,068	2	—
1773-4		26,293	12	6
1774-5		18,566	—	—
1775-6		21,673	4	9
	Current rupees —	1,02,744	7	3

Errors excepted.

Accomptant's Office, (Signed) Wm. LARKINS,

13th May, 1776 Sub-Accompt

Read

Read the following letter from the Surgeon General.

To the Honourable Warren Haſtings, Eſquire, Governor General, &c. Members of the Board of Inſpection.

Honourable Sir, and Gentlemen,

Finding that the Paymaſter General, in the account he has given in of the medicinal expences for ſome years paſt, has omitted the three laſt years, and taken three a great deal further back, I beg the Honourable Board will permit me to obſerve, that it is only with the three or four laſt years, that the propoſals I had the honour to make them ſome months ago can be compared; as in all probability the expence of the three enſuing years are more likely to correſpond with them, than with a more diſtant period.

As in my former addreſs I was miſtaken in regard to thoſe expences, I now take the liberty to lay before the Honourable Board the expence of the three laſt years; that, by comparing it with three years to come, according to the propoſal I have made, the difference may at once appear.

In 1774 the expence was as follows:

	Viz^{t}.	Military	—	1,74,000
		Civil	—	63,000
In 1775	——	Military	—	2,04,000
		Civil	—	61,000
In 1776	—	Military	—	1,95,000
		Civil	—	60,000
		Total expence for three years paſt	—	7,57,000

For three years to come, according to the propoſals, the expence will amount to C^{rs} 6,29,280, which in that time makes a ſaving of C^{rs} 1,27,720; beſides which, the hoſpitals will be on a better footing than they have hitherto been.

The above account of the expences may be depended on, as I had them from the Paymaſter General's office, and from the Commiſſary General.

I am, with great reſpect,

Honourable Sir, and Gentlemen,

Calcutta, Your moſt obedient and moſt humble ſervant,

16th January 1777. (Signed) DANIEL CAMPBELL.

Ordered, That this ſubject do lie for further conſideration.

EXTRACT of the General Letter from Bengal, dated 27th March, 1777.

Par. 25. The propoſals of the Surgeon General, recorded on our proceedings of the 9th May, already tranſmitted to you, for engaging in a contract with the Company to defray all their Hoſpital and Medical Charges, for the ſum of 2,18,000 ſonaut rupees per annum, for three years certain, have been lately taken into conſideration; and as they exhibited a propoſed ſaving of current rupees 1,34,732. 3, in the courſe of three years, for which the Contract was offered, we have thought it for the benefit of the Company to accept of the ſame. We beg leave, however, to remark, that as the whole body of Civil and Military ſervants are, by the uſage of the ſervice, exempted from medical charges, we have extended that exemption to the ſenior civil and military ſervants of the Company, inſtead of limiting it to the ranks of writers and ſubalterns, as propoſed by the Surgeon General in his plan, and have granted him an allowance of 8,500 rupees

rupees, in addition to his firſt offer, as a compenſation for the extraordinary expence he will thereby incur, making in all 2,26,500. This we thought a reaſonable reimburſement to the Surgeon General for the above exemption.

26. We have further to remark, that not agreeing with the Surgeon General in the utility of the regulation propoſed by him for encreaſing the ſtoppages of the ſick ſoldiers pay, from three to five rupees, this is not to be one of the conditions of the Contract.

27. As our opinions have differed upon the propriety of accepting the Surgeon General's propoſals; and as they have been concluded upon ſince cloſing our Proceedings by this diſpatch, we beg leave to ſubmit to you a copy of them, a number in the packet.

EXTRACT Proceedings of the Board of Inſpection, the 10th April 1777.

The propoſals of the Surgeon General for contracting for the Hoſpital and Medical Charges having, ſince the laſt meeting of the Board, been ſent in circulation for the opinions of the Members upon them, accompanied with the papers recorded the 20th February on that ſubject, the following were, in conſequence, delivered.

Mr. Barwell.

In order to clear the buſineſs for the Board, and obtain the ſenſe of the Surgeon General, on the different articles of his propoſals for contracting to defray all hoſpital and medical charges for the ſum of ſicca rupees 2,18,000, I propoſed four queſtions to him on ſome points I underſtood to be excepted to by the Board: My queſtions, and the Surgeon General's replies, I now lay before the Board, preceded by a ſhort abſtract of the Surgeon General's letters, ſtating the ſum propoſed to be ſaved to the public in the courſe of three years, for which the contract is offered. But as it may be objected, that the whole body of civil and military ſervants are, by the uſage of the ſervice, exempted, I would therefore ſubmit to the Board to qualify the Surgeon General's propoſal, for charging the ſuperior ranks of civil and military ſervants with medicines furniſhed them, by reſtricting the ſurgeons from charging, unleſs ordered by the gentlemen they ſupply with drugs, or, that the ſurgeons ſhall be prohibited from making any charges under any circumſtances, and an offer be made to the Surgeon General of a compenſation of, ſuppoſe 5,000 rupees: This will increaſe on the Surgeon General's firſt propoſal only 10,000 rupees per annum, and obviate all objections to the plan.

ABSTRACT of the Surgeon General's letters, dated 15th April 1776, and 16th January 1777.

1ſt. The ſurgeons to ſupply themſelves with medicines, &c.

2d. The Surgeon General to purchaſe all the medicines, &c. ſent out by the Company, at prime coſt, and deliver them to the other ſurgeons, at 10 per cent. advance.

3d. The Surgeon General to engage for 2,18,000 ſicca rupees to defray all hoſpital and medical charges.

4th. Three rupees ſtopped from the ſoldiers in hoſpital. Propoſes a ſtoppage of 5 rupees in lieu of the 3, that the men may not be induced to continue in the hoſpital longer than is neceſſary, account the ſaving of their pay an object to them, while the ſtoppage is only 3 rupees.

5th. Exhibits

5th. Exhibits the charge the Company have been at for three years paſt to be as follows; viz.

For medicines ſent from Europe per invoices — — —	66,533	1	3
Military hoſpital charges, as per accounts from Military Paymaſter's office, and per certificate from Commiſſary General's office — —	5,68,908	15	—
Civil hoſpital and diſpenſary charges, per buxey's accounts — —	2,06,582	2	6
Expences at Dacca, paid from the revenue department, 1,518. 10 ſ^{a} r^{s} per annum, is — — — — — —	5,284	13	—
Expences at Patna, paid from the revenue department, at 200 ſ^{a} r^{s} per month, is — — — — — — —	8,352	—	—
Expences paid by the Board of Commerce, 120 ſ^{a} r^{s} per month —	5,011	3	—
	8,60,672	3	—
By this plan the expence will only amount to 2,18,000 ſicca rupees per annum, is — — — — — —	7,25,940	—	—
Saving to the public — — — — C R^{s}	1,34,732	3	—

Queſtions propoſed to the Surgeon General, with his replies.

1ſt. The propoſition for the ſurgeons to make a charge for medicines they adminiſter to the civil and military ſervants, above the rank of writers and ſubalterns, objected to by the Board. The ſurgeons allowed to charge for medicines ſupplied to gentlemen not in the ſervice.

1ſt Anſ. If the Board have any objection to the limiting the exemption for the charge of drugs, &c. to the ranks of writers and ſubalterns, I am content ſuch exemption ſhould be extended to the civil ſervants of the rank of factors, and to the military of the rank of captains.

2d. As the ſurgeons are not to make a charge for drugs, &c. to any of the military under the rank of field officers, nor to any of the civil ſervants under the rank of junior merchants, how are they to be reimburſed for the drugs you propoſe they ſhall ſupply at their own proper coſt?

2d. Anſ. I will reimburſe them; but as the ranks of factors and captains are not taken into the eſtimate on which my propoſals are made, I hope the Board will allow 5,000 rupees per annum to enable me to make ſuch reimburſement.

3d. You propoſe to encreaſe the ſtoppages of the ſick ſoldiers pay from 3 to 5 rupees: Do you mean this extra ſtoppage to be drawn by yourſelf and the other ſurgeons?

3d. Anſ. I mean not this extra ſtoppage as any emolument to myſelf or the other ſurgeons; but only propoſe it, that the ſaving which many of the ſoldiers make of their pay, by being in hoſpital at 3 rupees per menſem, may not induce them to continue longer from their duty than they ought to do; the Board may apply the extra two rupees to any purpoſe they may judge beneficial to the military eſtabliſhment.

4th. Excluſive of the ſtoppages of 3 rupees per man, the Board underſtand contingent bills are drawn by the ſurgeons, for different hoſpital charges, &c. which bills are, upon a medium, at 10 rupees per man. Do you mean to charge ſuch contingency to the Company?

4th Anſ. No: I propoſe to aboliſh all ſuch charges, and to bound the expence to 2,18,000 rupees per annum, agreeable to my propoſals; to which I hope the Board will add the 5,000 rupees I have requeſted in my anſwer to their 2d queſtion, which, if they are pleaſed to allow, I will be bound them, in any penalty, to execute the ſervice, without bringing againſt the Company a ſingle further charge, excepting only in caſe of extra doolies, as mentioned in my ſaid propoſals.

(Signed) DANIEL CAMPBELL.

Governor

Governor General.

Agreed.

Mr. Barwell.

Agreed.

General Clavering.

To the propoſal of the ſurgeon general, I totally object to any increaſe of ſtoppage whatſoever on the men's pay, becauſe I am apprehenſive of the effect it may produce; and as it appears an injuſtice to puniſh every ſick man by an additional mulct, becauſe ſome one amongſt them may have miſapplied the ſavings acquired during a courſe of ſickneſs.

The additional ſum of five thouſand rupees, propoſed by Mr. Barwell, as a reimburſement for extending the exemption to the ſenior civil and military ſervants above the rank of factors and captains, I think diſproportionate, even to the demand made by the ſurgeon general himſelf for the firſt extenſion to factors and captains, as theſe two claſſes are infinitely more numerous than all thoſe above them.

The circumſtance of making the ſurgeons buy the drugs, and ſubmit to a ſimple reimburſement, while entitled to the profit on the ſale of their medicines, beſides the other very material alteration in the ſituation of the whole body of ſurgeons, in being deprived of their contingent bills of ten rupees for every ſick officer and ſoldier, ſhould not be decided upon againſt them, without hearing what they may have to offer; for the ſaving, when reduced by the addition of ten thouſand rupees annually, and thoſe contingent charges of the quarter-maſter general, as mentioned by Mr. Campbell, for ſtraw, boats, and extra doolies, which were probably all included in the ſum on which the ſaving is ſuppoſed to ariſe, will, in fact, reduce it ſo low, as not to warrant the diverting the channel of benefit from many to one.

To the general benefit of the plan of the ſervice, I cannot think it likely to promiſe much; for if the ſurgeons are to be allowed a ſale for their medicines, I will aſk, what quality and aſſortment is likely to fall to thoſe whom they are to ſerve and furniſh gratis? And if it may be anſwered, That a ſubaltern, in whoſe attendance they can no longer be intereſted, might fare worſe than a patient who is to purchaſe their medicines, and reward them for their trouble, will not then the whole injury be borne by thoſe whom the eſtabliſhment was originally made to benefit and preſerve?

Mr. Francis.

Aſſenting to the juſtice of General Clavering's objections, I think it is much to be feared that the plan will give diſſatisfaction to the army in general, as well as juſt reaſon of complaint to the ſurgeons, and that the ultimate ſaving to the Company will be very conſiderable. I more particularly object to any increaſe in the ſtoppage on the ſick men, as not neceſſary for the declared purpoſe of it: The ſurgeons, by reporting the ſtate of the ſick to the Commanding Officer, may eaſily prevent ſuch frauds, of which the inſtances cannot be many. Mr. Campbell himſelf deſires but 5,000 rupees a year, for ſupplying the ranks under that of junior merchant and field officer: I ſhould conceive that a fifth of that ſum would be a proportionate compenſation for the other ſuperior ranks, according to the reſpective numbers in each diviſion.

Mr. Barwell.

The General objects to contract with the Surgeon General; urging,

1ſt. That it is an injuſtice to puniſh every ſick man by an additional mulct, becauſe ſome may have miſapplied their ſavings during a courſe of ſickneſs, and therefore he is againſt any increaſe of ſtoppage from the men's pay.

This objection is entirely removed by the Surgeon General's anſwer to the queſtions I put to him, reſpecting an increaſe of the ſtoppages from the men's pay from 3 to 5 rupees—he therefore declares he ſuggeſted it merely as an uſeful regulation, and ſimply as a check upon the men continuing in hoſpital; and that the Government, not himſelf, was to benefit by the meaſure, if adopted—This therefore is no part of the propoſed contract, nor can be one of the conditions of it.

2. That

2. " That the ſum of 5,000 rupees, propoſed by me as a reimburſement for extending the exemption from medical charges to the ſuperior ranks of civil and military ſervants, is diſproportionate even to the demand made by the Surgeon General himſelf for reimburſement on the exemption of Factors and Captains."——The General, if he will revert to what I ſaid, will find the propoſition he ſpeaks of expreſſed by me, *ſuppoſe* 5,000 *rupees*. I made it on conjecture that the number of ſervants above the rank of Factors were nearly equal to that claſs, as the Field Officers were to the Captains; and upon inſpecting the civil and military liſts, I find the number of Factors to be 85, and the number of Junior and Senior Merchants including the Board of Trade, 63—the Captains to be 79, and the Field Officers 32—I therefore adhere to my propoſition to tender the Surgeon General an adequate ſum for their exemption from medical Charges; and I now aſcertain it to be 3,500 Rupees—It is a fair offer to him upon his own propoſal, to exempt Factors and Captains for 5,000 rupees per annum, and no injuſtice to the Company, who will be ample gainers by the bargain.

3d. " That ſubjecting the Surgeons to purchaſe drugs, beſides other very material alterations in the ſituation of the whole body of Surgeons, in being deprived of their contingent bill of 10 rupees for every ſick Officer and Soldier, without hearing what they have to offer, is exceptionable, as the ſaving propoſed by the contract is too inconſiderable to warrant the diverting the channel or benefit from many to one."——It is before the Board, that the four Surgeons next in rank to the Surgeon General, viz. Mr. Thomas Anderſon, and the three Surgeons Major of the Brigades, have approved the Surgeon General's propoſals; and as theſe Gentlemen only can have a quantity of medicines in any degree conſiderable, and as theſe are the only Surgeons who draw the 10 rupees for the ſick Officers and Soldiers, their approbation entirely obviates the firſt part of General Clavering's objection. The Quarter Maſter General's charges are not included, for no charge of tents for the ſick or hoſpital boats are made in the hoſpital accounts.

To the 4th and laſt objection I anſwer—Surgeons who neglect their duty are not exempted from the puniſhment they merit, by the Board's acceptance of the Surgeon General's propoſals.

I adhere to my Opinion, that it is for the advantage of the Company to engage in a contract with the Surgeon General for defraying all hoſpital and medical charges, for the ſum of 2,18,000 rupees per annum, with the addition of 8,500 rupees, making in all 2,26,500 rupees per annum, for three years certain.

Governor General.

I ſubſcribe to the ſentiments expreſſed by Mr. Barwell, and agree to the alteration propoſed by him in the ſum to be allowed the Surgeon General for ſupplying the ſenior civil and military Servants of the Company with medicines.

General Clavering.

1ſt. I am glad to find the propoſed encreaſed ſtoppage from the Soldiers pay, of 2 rupees, is not inſiſted upon, as I ſhould not have agreed with Mr. Barwell on the utility of the regulation.

If Mr. Barwell means, as he expreſſes, that the ſum to be paid Mr. Campbell for purchaſing the exemption to the junior and ſenior Servants, and the field Officers, ſhould be adequate to that which the Surgeon General hopes the Board will allow him for exempting the Factors and Writers, amongſt the civil Servants; and the Captains, Lieutenants, and Enſigns, in the military, for the payment of drugs, I believe he will find his calculation erroneous: He has only taken the Captains amongſt the military, inſtead of including, as Mr. Campbell has done, the Lieutenants and Enſigns.

In an army liſt which I have now before me, of laſt year, before the promotion of Cadets took place, I find the number of theſe three claſſes to be 493, from which ſhould be deducted the Officers in the ſervice of the Vizier; therefore, to avoid all cavil, I will ſtate the number at only ——— ——— ——— ——— 450
Factors and Writers ——— ——— ——— ——— 85
535

Senior

Senior and Junior Merchants	——	——	——	63
Field Officers	——	——	——	32
				95

To render the ſum to be paid adequate, the ſtatement ſhould be 535 : 5000 :: 95; which will make the ſum to be paid Mr. Campbell, according to Mr. Barwell's propoſition, 889 rupees, inſtead of 3,500 rupees, which he thinks a fair offer to him.

3d. Nothing appears in the Surveyor General's propoſal, by which a partition of advantages in the contract is either expreſſed or implied, unleſs his mentioning that the four Surgeons next in rank to himſelf were made acquainted with the Propoſals, and approved them. If it is to be underſtood, by implication, that thoſe who approve a contract have a concern in it, I hope the Court of Directors will clear me of any ſuſpicion on that account. Five Surgeons being ſharers in the contract, does not *entirely* obviate the hardſhip I mentioned that would accrue to the body of the Surgeons, to encreaſe the emoluments of the five ſenior Surgeons: I ſtill think their acquieſcence ſo neceſſary, that I am apprehenſive the ſervice will ſuffer if they are not ſatisfied. If the Commiſſary General, or the Paymaſter General, have made up an account of hoſpital charges, without including the charges for ſtraw, occaſional boats, extra doolies uſed by the ſick, they have given in a fallacious account, which cannot be depended on. Mr. Barwell muſt excuſe me, if I deſire he will not introduce for me any word which I have not uſed myſelf: I have not ſaid there were any charge for tents.

4th. The objections I made to the plan in general, as it will affect all the ſervants, civil and military, are not removed by the menace of puniſhing the Surgeons, who will probably give common Bazar medicines to thoſe who do not pay for them, in order to keep the Europe medicines for thoſe who do. The advantage of the Company is beſt conſulted in promoting the good of the ſervice; the ſaving of 1,19,220 rupees in three years, ſuppoſing no extra doolies employed, is, in my opinion, no way adequate to the miſchief which I foreſee this contract will produce.

I ſhould be glad to be informed, whether the five ſenior Surgeons are to ſtand forth as the oſtenſible Contractors, or only Mr. Campbell; and if either one or the other, whether the contracts are to be held by them by virtue of their reſpective employments, or by their Aſſignees.

Mr. Barwell.

I ſhall not enter into a fruitleſs and unavailing argument. If the General had recurred to the anſwers made by the Surgeon General to the 1ſt and 2d queſtions I put to him, he would have found the following words, " I am content ſuch exemption ſhould be extended to the civil ſervants of the rank of Factors, and to the military of the rank of Captains—but as the ranks of Factors and Captains are not taken into the eſtimate on which my propoſals are made, I hope the Board will allow 5,000 rupees."—This is a full and explicit claim of 5,000 rupees for exempting, expreſsly, Factors and Captains from any charge for medicines. Now is it poſſible that General Clavering can miſtake theſe words—But enough; the facts ſtand on record, and oppoſe the General's calculations and reaſoning on the contract offered by the Surgeon General.

The above minutes were returned to the Secretary on the 22d ultimo, and he acquainted the Surgeon General with the reſolution of the Board accordingly, and alſo called upon him for his ſecurities, in caſe of his acceptance of the offer made to him by the Board. Copies of the minutes were likewiſe tranſmitted numbers in the Aſhburnham's Packet; and the ſubject noticed in the general letter to the Court of Directors by that ſhip

EXTRACT

EXTRACT of Proceedings of the Board of Inſpection, the 22d May 1777:

The Secretary lays before the Board the contract between the Company and the Surgeon General, which was ordered to be prepared on the 10th of April, and has been drawn up with the ſeveral clauſes ſince directed to be inſerted in it.

Agreed, That it be executed by the Board, as well as the counterpart by the Surgeon General and Mr. Williams.

Ordered alſo, That the penalty bond be executed by the ſecurities of the Surgeon General; and that a copy of the contract be entered after the proceedings.

ARTICLES of Agreement Tripartite, indented, had, made, concluded, and fully agreed upon, this twenty-ſecond Day of May in the Year of Our Lord Chriſt One thouſand Seven hundred and Seventy-Seven: Between the United Company of Merchants of England trading to the Eaſt Indies, of the Firſt Part; Daniel Campbell, Surgeon General in the Service of the ſaid United Company at Calcutta, in the Province of Bengal, of the Second Part: and Andrew Williams, of the ſame place, Surgeon, of the Third Part; in the Manner and Form following: that is to ſay,

Whereas it hath been agreed between the Governor General and Council of the Preſidency of Fort William in Bengal aforeſaid, on the part and behalf of the ſaid United Company and the ſaid Daniel Campbell and Andrew Williams, that the ſaid Daniel Campbell, for the conſiderations hereinafter mentioned, ſhall, during the ſpace of three years, if he ſhould ſo long live, find and ſupply the different ſervants of the ſaid United Company on the Bengal eſtabliſhment, with all proper medicines, in caſe of illneſs, to any of them, and *ſhall* ſupply the different hoſpitals of the ſaid United Company on ſuch eſtabliſhment with with all neceſſary proviſions and other requiſites as hereinafter is mentioned, and to do and perform all and every ſuch other the matters and things as hereinafter is ſet forth; and that, in caſe of the deceaſe of the ſaid Daniel Campbell before the expiration of the term of three years, that then from the time of ſuch deceaſe, the ſaid Andrew Williams ſhall be entitled to the benefit of the ſaid contract, and ſhall ſtand in the place and ſtead of the ſaid Daniel Campbell, and ſubject to the covenants and agreements hereinafter contained, during the reſt and reſidue of the ſaid term:

Now theſe preſents witneſs, That the ſaid Daniel Campbell, for, and in conſideration of the yearly ſum of ſonaut rupees two hundred twenty-ſix thouſand and five hundred, to be paid him by the ſaid United Company, as ſuch times and in ſuch proportions as hereinafter is mentioned, and of other the covenants and agreements hereinafter contained, on the part and behalf of the ſaid United Company to be obſerved, performed, and kept, doth for himſelf, his heirs, executors, and adminiſtrators, covenant, promiſe, and agree to and with the ſaid United Company, their ſucceſſors and aſſigns, by theſe preſents, in manner and form following; (that is to ſay) That he the ſaid Daniel Campbell ſhall and will, on the firſt day of June next enſuing the day of the date of theſe preſents, or as ſoon after as conveniently may be, receive from the ſaid United Company, by the hands of their or either of their ſervants at Calcutta in Bengal aforeſaid, all and every ſuch medicines, of all ſorts and kinds whatſoever, together with all and every ſuch chirurgical inſtruments and tools whatſoever, as have been before ſent from England, and on ſuch firſt day of June ſhall remain unuſed and in ſtore in Calcutta or elſewhere, at the factories or other places in the provinces of Bengal, Bahar, and Oriſſa; and alſo ſhall and will, yearly and every year, during the ſpace of the three next enſuing ſeaſons for the arrival of ſhips from England, well and truly receive and take from ſuch ſhips, and every of them the whole of ſuch quantity of medicines, medical ſtores, and chirurgical inſtruments, as ſhall be ſent out by the ſaid United Company from England, on board any or either of the ſaid ſhips, during ſuch ſpace of time as aforeſaid, and that without any objection to the ſaid medicines or inſtruments, or any part thereof, either as to the quantity, quality, or price of the ſame, or otherwiſe howſoever: and alſo, that he the ſaid Daniel Campbell, immediately on receipt of ſuch medicines and inſtruments as aforeſaid, as well thoſe now remaining on hand as thoſe which at any time hereafter, during ſuch ſpace of three years next enſuing, ſhall be ſent out on board ſuch ſhips as aforeſaid, and ſhall be delivered to him, ſhall and will well and truly pay, or cauſe to be paid, to the ſaid United Company, their ſucceſſors and aſſigns, ſuch price and prices for the ſame, and every of them, as ſhall or may have been paid by the ſaid United Company, for the prime coſt of ſuch articles reſpectively in England, and as ſhall appear to be marked and charged in invoices of the ſame reſpectively; in which payments as aforeſaid the pound ſterling ſhall be computed and allowed, as between the ſaid United Company and the ſaid Daniel Campbell, at the

rate of eight current rupees for each pound ſterling, and ſo in proportion for any leſs charge or ſum of money: and alſo, that the ſaid Daniel Campbell, in conſideration of ſuch payment to be made to him as hereinbefore and hereinafter is mentioned, ſhall and will, by and out of ſuch medicines to be ſent from England as aforeſaid, and from ſuch others as may be wanted, and can be procured in the ſeveral provinces of Bengal, Bahar and Oriſſa, well and truly find and provide for, and allow, to all and every the ſervants of the ſaid United Company (as well civil as military in the ſaid provinces of Bengal, Bahar, and Oriſſa, in the Eaſt Indies, or otherwiſe what is uſually called the Bengal Eſtabliſhment, ſuch medicine and medicines, of all ſorts and kinds whatſoever, as ſhall be neceſſarily wanted or required by any or either of ſuch ſervants, or by any perſon on the behalf of them, or either of them, for their or either of their uſe, in the ſame manner as hath been hitherto found and provided for them, by or out of the Diſpenſary of the ſaid United Company in Calcutta aforeſaid: and alſo, that he the ſaid Daniel Campbell ſhall and will, out of ſuch medicines and inſtruments as aforeſaid, well and truly ſupply the other ſurgeons in the ſervice of the ſaid United Company, in the ſaid three provinces of Bengal, Bahar, and Oriſſa, or elſewhere on the ſaid Bengal Eſtabliſhment, with all and every ſuch medicines and inſtruments as ſhall be wanted by them in the courſe of their practice, if he the ſaid Daniel Campbell ſhall have any of ſuch medicines or inſtruments in his cuſtody or power, he the ſaid Daniel Campbell, at the time the ſame ſhall be wanted and delivered, charging no more for the ſame, on the delivery to ſuch other ſurgeons, than at the rate of ten rupees for every hundred rupees, over and above what ſhall have been paid by the ſaid Daniel Campbell for the ſaid medicines and inſtruments reſpectively to the ſaid United Company, and reimburſing and fully allowing to ſuch other ſurgeons all ſuch coſt and expence of any ſuch medicines and inſtruments as ſhall be or have been provided by them, or any or either of them, for the uſe and benefit of any or either of ſuch ſervants of the United Company; it being fully intended that the ſervants of the ſaid United Company (as well civil as military) ſhall have the benefit of the medicines and inſtruments ſent out and to be ſent out by the ſaid United Company, without any coſt or charge whatſoever, in the ſame manner as they have hitherto ever enjoyed the ſame: And alſo, that he the ſaid Daniel Campbell, for and in conſideration of ſuch ſeveral ſums of money to be paid him as hereinafter is mentioned, ſhall and will, during ſuch three ſeveral years as aforeſaid, well and truly find and provide, for the uſe of the ſaid United Company, and every or any brigade belonging to or in the ſervice of the ſaid United Company, on duty in the field, fifty good covered doolies, for the uſe and ſervice of ſuch brigade, with ſix bearers for each deoley, together with a proper and ſufficient number of coolies to carry medicines and other ſuch neceſſaries, for any ſick or wounded perſon or perſons belonging to any brigade, as well within as without the Provinces, as ſhall be wanted during ſuch ſpace of time as aforeſaid; and in caſe any further or greater number of doolies ſhall be neceſſary and wanted for the uſe of any brigade, more than ſuch before-mentioned allowance of the fifty, that then he the ſaid Daniel Campbell ſhall and will, during the continuance of ſuch three years as aforeſaid, from time to time, as occaſions ſhall require, and at the requeſt or by the directions of the Commanding Officer of the ſaid brigade for the time being, find and provide, for the ſervice of the brigade wanting ſuch increaſe, ſuch other number of doolies, with the like allowance or proportion of bearers for each dooley, as herein before is mentioned, on being paid by the ſaid United Company, for each and every ſuch additional number of doolies, beyond the ſaid allowance of fifty for each brigade, at the rate of thirty ſonaut rupees per month.—And the ſaid Daniel Campbell, for and in conſideration of ſuch ſeveral ſums of money to be paid him as hereinafter is mentioned, doth further covenant, promiſe, and agree, to and with the ſaid United Company, their ſucceſſors and aſſigns, by theſe preſents, in manner and form following; (that is to ſay) that he the ſaid Daniel Campbell ſhall and will, during the ſaid ſpace of three years from the ſaid firſt day of June next enſuing the day of the date of theſe preſents, out of the ſaid medicines and inſtruments to be received from the ſaid United Company as hereinbefore mentioned, and otherwiſe as occaſions ſhall require, well and truly, and properly find and provide for all and every the hoſpital and hoſpitals belonging to the ſaid United Company, and the patients within the ſame, in the ſeveral provinces aforeſaid, as well as belonging to the ſaid brigade on duty in the field, ſuch medicines and inſtruments of every kind as can or may be wanted for the uſe of ſuch patients, or any or either of them; and alſo ſhall and will find and provide for ſuch patients reſpectively ſuch clothing, diet, ſervants, and every other neceſſaries, as are particularized and ſet forth in the table or regulations for the ſame, annexed by way of ſchedule to theſe preſents; which table or regulations the ſaid Daniel Campbell doth hereby agree ſhall and may, during the continuance of theſe preſents, be hung up in the ſeveral different hoſpitals, to enable ſuch patients reſpectively to judge of the good or bad treatment they may reſpectively receive, and to afford ſuch patients an opportunity of complaining to the officers of the ſaid United Company, whoſe duty it is to attend ſuch hoſpitals, in caſe there ſhall be any real occaſion.

And

And the ſaid Daniel Campbell, for himſelf, his heirs, executors, and adminiſtrators, doth further covenant and promiſe, to and with the ſaid United Company, their ſucceſſors and aſſigns, that in all and ſingular the matters and things relating to the hoſpitals herein above-mentioned, he the ſaid Daniel Campbell ſhall and will, during the continuance of theſe preſents, well and truly attend to. obſerve, obey, perform, and keep, all and ſingular the general rules and orders which were at any time heretofore made (and are now remaining in force) by the directions or with the privity of the Governor General and Council of the Preſidency of Fort William in Bengal aforeſaid, or by any former Preſidency and Council, ſo far as the ſame rules and orders relate to or concern the ſaid hoſpital, or the patients therein contained, or the conduct of him the ſaid Daniel Campbell, as Surgeon General aforeſaid (other than ſuch of the ſaid rules and orders as are varied or altered by theſe preſents) in the ſame and the like manner as if ſuch general rules and orders were fully inſerted in theſe preſents.—And the ſaid United Company of Merchants of England trading to the Eaſt Indies, for the conſiderations aforeſaid, do hereby, for themſelves, their ſucceſſors and aſſigns, covenant, promiſe, and agree, to and with the ſaid Daniel Campbell, his executors, adminiſtrators, and aſſigns, by theſe preſents, in manner and form following; (that is to ſay) the ſaid United Company, their ſucceſſors and aſſigns, ſhall and will, from year to year, during the ſaid ſpace of three years from the ſaid firſt day of June now next enſuing, well and truly pay, or cauſe to be paid, to the ſaid Daniel Campbell, his executors, adminiſtrators, and aſſigns, the yearly ſum of ſonaut rupees two hundred and twenty-ſix thouſand and five hundred, in the ſeveral proportions, and at the ſeveral times, hereinafter for that purpoſe mentioned (that is to ſay) the ſum of ſonaut rupees one hundred thirteen thouſand two hundred and fifty, being one half part thereof, in advance, on the ſaid firſt day of June one thouſand ſeven hundred and ſeventy ſeven, and the further ſum of ſonaut rupees one hundred thirteen thouſand two hundred and fifty, being the other half part or reſidue thereof, in advance, on the firſt day of December then next following, without any deduction or abatement whatſoever, on any pretence howſoever; and alſo ſhall and will well and truly pay, or cauſe to be paid, to the ſaid Daniel Campbell, his executors, adminiſtrators, and aſſigns, the further ſum of ſonaut rupees thirty for each and every additional dooly which ſhall be ſo found and provided by him or them, as hereinbefore is mentioned, for the uſe of any of the brigades in the ſervice of the ſaid United Company, on ſuch eſtabliſhment as aforeſaid, beyond the ſaid allowance of fifty doolies for each brigade on duty, which are to be kept up and ſupported in ordinary by the ſaid Daniel Campbell, his Executors, adminiſtrators, and aſſigns, out of and in part conſideration for ſuch yearly allowance as hereinbefore is mentioned to be paid him by the ſaid United Company: provided always, and it is hereby agreed, by and between all and every the ſaid parties to theſe preſents, that in caſe of the deceaſe of the ſaid Daniel Campbell, at any time before the expiration of the ſaid term of three years, from the ſaid firſt day of June next enſuing the day of the date of theſe preſents, then and in ſuch caſe, from the time of ſuch deceaſe, theſe preſents, and every thing herein contained, ſhall ceaſe and determine, as to any right or intereſt of the executors or adminiſtrators of the ſaid Daniel Campbell herein, and the ſaid Andrew Williams (if living at ſuch time) ſhall immediately be and become entitled, during the reſt and reſidue of the ſaid term of three years, to the benefit of the ſaid contract, and of theſe preſents, in the ſame manner as the ſaid Daniel Campbell is now to have and be entitled to the ſame, and would have enjoyed, if he had continued alive; for which purpoſe the ſaid United Company, for themſelves, their ſucceſſors and aſſigns, do hereby covenant and agree with the ſaid Andrew Williams, in caſe of the deceaſe of the ſaid Daniel Campbell as aforeſaid, immediately from ſuch deceaſe, during the reſidue of the ſaid term, to make to him the ſaid Andrew Williams the like payments, at ſuch times, and in ſuch proportions, as are hereinbefore mentioned and provided to be made to the ſaid Daniel Campbell; in conſideration whereof the ſaid Andrew Williams, on his part, for himſelf, his heirs, executors, and adminiſtrators, doth covenant and promiſe with the ſaid United Company, their ſucceſſors and aſſigns, that in caſe the ſaid Andrew Williams ſhall become ſo entitled as aforeſaid, to the benefit of theſe preſents, that he the ſaid Andrew Williams ſhall and will, from the time of becoming ſo entitled as aforeſaid, well and truly obſerve, perform, and keep all and ſingular the covenants and agreements hereinbefore contained, on the part and behalf of the ſaid Daniel Campbell, to be performed and kept as fully, ſufficiently, and effectually, as if the ſame were here again repeated and expreſſed on his part and behalf to be done and performed: provided further, that in caſe of ſuch deceaſe of the ſaid Daniel Campbell, at any time during ſuch three years as aforeſaid, any ſuch half yearly payment having been made him, as hereinbefore is covenanted to be paid, then and in that caſe the executors or adminiſtrators of the ſaid Daniel Campbell ſhall, within the ſpace of three months, well and truly pay, or cauſe to be paid, unto the ſaid Andrew Williams, the whole of ſuch half yearly payment ſo received by him in his life time, as aforeſaid, ſave only and after deducting ſuch part thereof as ſhall actually have been expended by him for the uſe of the ſaid hoſpital. In witneſs whereof the Honourable the Governor General and Council of the Preſidency of Fort William in Bengal, on the part of the Honourable the United

Company

Company of Merchants of England trading to the Eaſt Indies, have hereunto put their hands, and the Common Seal of the ſaid Company, and the ſaid Daniel Campbell and Andrew Williams have alſo hereunto ſet their hands and ſeals, the day and year firſt above written.

Sealed and delivered (where no ſtamps are in uſe, or to be had) in preſence of,

(Signed) William Pawſon,
Iſaac Baugh.

(Signed) DANIEL CAMPBELL. L. S.

Sealed and delivered (where no ſtamps are in uſe, or to be had) in preſence of

(Signed) J. Tottenham,
Thoˢ Scott.

(Signed) ANDREW WILLIAMS. L. S.

EXTRACT of the Proceedings of the Board of Inſpection, the 14th Auguſt 1777.

The Secretary lays before the Board the following letter from the Surgeon General, with the accompanying from the Company's Attorney.

To Iſaac Baugh, Eſquire, Secretary to the Honourable Board of Inſpection.

Sir,

Having wrote to Mr. Jarrett, the Company's Attorney, regarding the miſtakes I mentioned to you in my contract, I have received the incloſed letter from him, which I beg you will lay before the Honourable Board; and at the ſame time make my humble requeſt to them, that they will be pleaſed to order the contract to be new drawn, as at preſent it is very incorrect.

I am, Sir,

Your moſt obedient ſervant,

Calcutta,
the 7th Auguſt 1777. (Signed) DAN. CAMPBELL.

Sir,

I have received your letter reſpecting the deſired alterations in your contract; and ſhall give you my opinion on them in order as they ſtand.

And 1ſt. In the contract it is ſpecified, that you are to provide fifty doolies to each brigade, and to be paid for any quantity above that number (which it may be neceſſary to employ) thirty rupees per month for each dooley.—How this miſtake has crept in, I am at a loſs to know; as, on a reference to the propoſals, I find that you keep up fifty doolies for ſuch brigades as ſhould be on duty out of the provinces only; and that you ſhould be paid thirty rupees per each dooley, above that number.

2d. As to the hackerays, I cannot find, either in the propoſals or contract, any mention at all made of them; to be ſure, if they were on the eſtabliſhment when you made the propoſals, and you conſidered yourſelf bound to keep them up, or to provide them when required, it is proper a clauſe ſhould be inſerted in the contract for that purpoſe. And,

3dly. As to the common diet money for the reſpective patients, that is alſo in the ſame predicament, no mention being made thereof; however, as in matters of this nature, we cannot be too explicit, I think thoſe miſtakes ought by all means to be rectified; and if you will pleaſe

to

to obtain an order from the Honourable Board for that purpoſe, I will with pleaſure rectify them, without any additional expence to you or them.

I am, Sir, Your moſt obedient ſervant,

the 4th Auguſt 1777. (Signed ROB. JARRETT.

The following are the words of the Surgeon General's Propoſals upon the Firſt Article mentioned in the Attorney's Letter.

" The brigade in the field ſhall be conſtantly ſupplied with fifty covered doolies, having " ſix bearers to each dooly, and likewiſe with a ſufficient number of coolies to carry medicines " and other neceſſaries for the ſick or wounded—the Quarter Maſter General furniſhing " hoſpital tents and ſtraw as heretofore: or ſhould there be a neceſſity of embarking the ſick " in boats, he is likewiſe to furniſh them, thoſe being expences never included in any of the " hoſpital charges; but ſhould the ſervice at any time require a greater number of doolies than " the fifty before mentioned, then the Honourable Board will allow, at the rate of 30 ſonaut " rupees per menſem, for every extra doolie employed by order of any commanding officer. " This is the only article in which the expence can exceed the ſtated ſum; and it is of little " conſequence, as, unleſs the whole army was to be in motion, it can never amount to a ſum " in any degree conſiderable."

From hence it is clear, that the Surgeon General engaged to ſupply doolies only for one brigade, or, in other words. only fifty doolies for the whole ſerviee, that number being ſufficient for the ordinary ſervice of the army, and that it was neither his intention, nor the deſign of the Board, that he ſhould ſupply doolies for all the three brigades, if all three ſhould take the field at the ſame time.

Agreed therefore, That this alteration be made in ſuch a manner as the attorney ſhall deem moſt regular and formal.

The Surgeon General having acknowledged that it was his intention, as appears by the Secretary's report of the 31ſt ultimo, to have included the ten hackeries in his propoſals;

Agreed, That they be mentioned in the contract accordingly.

As the terms of the Surgeon General's Propoſals do not mention the common diet money for the reſpective patients in the hoſpital, it was undoubtedly meant to continue it, the propoſals only engaging to defray the medical charges incurred by the Company.

Agreed, therefore, That this alſo be added to the contract.

Ordered, That the Secretary do give the neceſſary directions to the Attorney, in conſequence of the foregoing reſolutions.

EXTRACT of the Proceedings of the Board of Inſpection, dated 30th December 1779.

To the Honourable Warren Haſtings, Eſquire, Governor General, &c. Members of the Board of Inſpection.

Honourable Sir, and Sirs,

I have been furniſhed, by your Secretary of the Board of Inſpection, with extracts from the Honourable the Court of Directors general letter, dated 23d December 1778, and required to give my anſwer to the commands therein contained.

Before I deliver my anſwer, permit me, in vindication of myſelf, to make a few remarks upon the exceptions which the extracts contain.

When I delivered in propoſals to contract for the expences of the hoſpitals, it was my chief object to have that branch of duty conducted upon the beſt plan I could deviſe for the good of the ſervice, and the intereſt of the Company. In forming this plan, I was attentive to whatever my own experience could ſuggeſt to me, and at the ſame time to every information I could obtain of the practice of ſurgeons, who have had the charge of hoſpitals here, either in His Majeſty's land or marine ſervice; and my hopes were, that by eſtabliſhing ſuch a plan as had for its object at once the diminution of the public expence, and the preſerving the ſtanding forces as effective and complete as poſſible, I ſhould merit your approbation, and at the ſame time eſſentially recommend myſelf to the notice of the Honourable the Court of Directors.

In the Extracts it is laid down as a fundamental principle, that no ſurgeon ſhould be intereſted, directly or indirectly, in the quantity of medicines ſaved or expended. Notwithſtanding I have, ever ſince my coming to the head of my profeſſion, obſerved the utmoſt care and attention for the preſervation of medicines, yet the experience of ſeveral years previous to my obtaining the contract, will ſerve to evince that the quantity annually ſent out have fallen ſhort before the end of the year; and that the Company have on that account incurred a conſiderable expence for ſuch as could be purchaſed here, beſides the great inconveniencies that have in ſome caſes ariſen, from the want of ſuch as were not to be purchaſed. I therefore thought, at the time I made my propoſals for the contract, and without the moſt diſtant proſpect of advantage to myſelf, I ſtill continue to think, that the moſt effectual way to obviate theſe inconveniencies and charges, was to make the ſurgeons in charge of the ſick at the different ſtations in ſome degree intereſted in the due preſervation of medicines; it was for this purpoſe that I propoſed to the Board the ſurgeons paying for their medicines at the rate of ten per cent. on the prime coſt, which would make it their more immediate intereſt to ſee that they were duly applied, and in no ſhape improperly waſted, or ſuffered to ſpoil through inattention; and although no check is ſpecifically mentioned in the contract, to prevent my charging more than 10 per cent. on the prime coſt, yet as the terms of the contract are well known to the whole profeſſion, were I capable of attempting it, immediate repreſentations to the Board muſt of courſe follow, and which it is unneceſſary for me to inform you has never happened in any one inſtance. I have already ſaid, that I had not the moſt diſtant proſpect of advantage to myſelf from the diſpoſing of medicines, when I propoſed my being allowed to charge the ſurgeons 10 per cent. upon the prime coſt; and I can now declare, from experience, that the premium of 10 per cent. is by no means ſufficient to reimburſe me for the charge of unpacking and re-packing them, the damages they ſuſtain from the climate, and the riſk and expence in tranſporting them to ſtations at the diſtance of near one thouſand miles from the Preſidency. But it is objected by the Honourable Court of Directors, that on this account it is poſſible that medicines may be more ſparingly adminiſtered, and patients more ſpeedily diſcharged, than can be conſiſtent with the good of the ſervice: in anſwer to which, I beg leave to remark, that ſuch a conduct cannot poſſibly obtain, ſince an officer from every corps regularly viſits the hoſpitals once a day, and a field officer once a month, to inſpect the treatment of the ſick, and to enquire of the ſick themſelves, if there be any juſt ground of complaint; and it is well known that the ſoldiers are ſufficiently diſpoſed to make complaints on the ſmalleſt grounds; beſides, it muſt appear contrary to common prudence, to diſcharge a patient before his thorough recovery, ſince his immediate return to the hoſpital muſt be the conſequence. It is further objected by the Honourable Court of Directors, that the deed firſt drawn and executed, was afterwards, at my deſire, reviſed, and another agreed to, with alterations in my favour, one of which is granting me an addition of the common diet money uſually paid by the Company for patients in the hoſpital, before the contract took place. The inaccuracy and inſufficiency of the firſt deed, was my ſole reaſon for wiſhing to have it reviſed, and another drawn with more method, and in conformity to the propoſals I had delivered in to the Board, and which I never altered in any particular whatever. The diet money was not, as the Honourable the Court of Directors ſuppoſe, at any time paid by the Company, but, as on a former occaſion, I have fully made it appear, by a ſtoppage from the pay of every individual patient in the hoſpital; nor was it in any ſhape whatever altered or affected by the contract, for it never had been, ſince the firſt eſtabliſhment of hoſpitals in India, to the beſt of my belief, made an article of charge to the Company, in any of their accounts of hoſpital, or additional expences.

The medium expence of the hoſpitals, as taken by me for ſome years back, and delivered to the Board, was afterwards compared with the Company's accounts, by the Secretary of the Board of Inſpection, according to the order of that Board, and found to be juſt and accurate; I therefore advanced upon the beſt ground, that the contract would prove an annual ſaving to the Company, of at leaſt Sonᵗ Rˢ 39,500. In the hoſpital charges, civil and military, for the years 1771-2, 1772-3, and 1773-4, the average of which is ſtated by the Honourable Court

Court of Directors to amount only to C. R^{s} 2,16,360, I muſt beg leave to obſerve, that they have omitted to include the original price of medicines ſent from England, which, according to their eſtimate, has amounted, upon an average, to 20,548 rupees; nor have they been pleaſed to take into conſideration the increaſe of the eſtabliſhment ſince that period, which has been ſo conſiderable as to juſtify me, I think, in aſſerting, that no perſon could in common prudence have undertaken the contract on lower terms than I did, nor ſhould I have been deſirous of engaging in it for one year only, as I think that one year would not have been ſufficient for me to have brought about the neceſſary alterations that were to take place, in ſo full and ſatisfactory a manner as my own reputation required.

It is alſo objected, that in myproposals I affirmed there would be a ſaving to the Company of 30,000 Rs. per annum, by my purchaſing the medicines, whereas the average amount of medicines ſent to Bengal for five years paſt, is only 20,548 rupees. In my propoſals, if I have not expreſſed myſelf with preciſion, I now beg leave to explain, that in the ſum of 30,000 rupees, I included the amount of what had been purchaſed in the country to make up the deficiency of what was annually ſent from Europe.

The Honourable the Court of Directors likewiſe diſapprove of my having received, inſtead of monthly advances, one moiety of the annual expence in advance: In anſwer to which I can only ſay, that without a conſiderable advance I ſhould not have been able to have undertaken the contract; and as to the amount of profits ſuppoſed to ariſe thereon, being likewiſe in advance, I ſhall have occaſion to mention hereafter that they do not deſerve conſideration.

Although no expreſs proviſion was made in the contract, that at the expiration of it the medicines and ſurgeons inſtruments on hand were to be returned to the Company at prime coſt; yet I beg leave to declare, that ſuch are my obligations to the ſervice, and my preſent abſolute dependance on it, I ſhould think myſelf highly deſerving cenſure, and unworthy future favour, if, without heſitation, I did not deliver back the ſtock of medicines and ſurgeons inſtruments at prime coſt, and (the chances of war and other circumſtances duly attended to) in as good or better condition than that in which I received them; at the ſame time, give me leave to expreſs the juſt ſenſe I have of the good opinion which the Honourable Court of Directors have been pleaſed, in this reſpect, to entertain of me; and likewiſe on behalf of the gentlemen of my profeſſion, to offer it as my firm belief, that into whatever hands, by my deceaſe, the contract might have fallen, the ſervice could never have ſuffered on this account.

Before I diſmiſs this ſubject, give me leave to ſubmit to your attentive conſideration a few circumſtances, that do not immediately relate to the extracts from the general letter:—When I entered into the contract, my calculations were formed from the eſtabliſhment as it then ſtood, and no conditions were made, on my part, for an increaſe of allowance, in proportion to the increaſe of the forces, ſhould any ſuch increaſe take place during the term of the contract; I here beg leave to mention, that ſince my engagement the corps of artillery has been formed into a diſtinct brigade, on which account two additional hoſpitals for Europeans have been eſtabliſhed, one at the Preſidency, and one at Cawnpore; that a body of Goolandaaſe, conſiſting of three battalions, have been raiſed, for whom alſo I have been obliged to keep up a ſeparate hoſpital; that ten battalions of Laſcars have been added to the eſtabliſhment ſince my undertaking the contract, as likewiſe the corps of chaſſeurs, who act as the body guard of the Commander in Chief; I might alſo remark, that on the account of the war, the Company's forces occupy a greater number of ſtations than what they did in June 1777, and likewiſe that the liſts of officers and of civil ſervants have been greatly augmented ſince that period: Every one of the circumſtances above enumerated have been productive of unforeſeen, and at the ſame time very conſiderable additional expences to me, and for which I have never as yet received any recompence whatever; nor will it be improper further to remark, that at this very time no ſupply of medicines is arrived from England, which has put me to the expence of purchaſing from the Europe ſhips already arrived, ſuch articles as I ſtood in need of at a very high rate; and I will here venture to aſſert, in confirmation of what I have before advanced, that from the ſhips which have on board the yearly ſupply of medicines not arriving in due ſeaſon, no precaution of mine would have been ſufficient to have prevented an alarming ſcarcity of the moſt indiſpenſably uſeful articles, had it not been for that part of the contract, which had made it the intereſt of every ſurgeon to preſerve, as much as poſſible, the medicines entruſted to his care.

I have now only to declare my willingneſs to pay an entire and implicit obedience to the commands of the Honourable Court of Directors, and that I ſhall moſt gratefully accept of the allowance they are pleaſed to make me, upon the condition they preſcribe: I wiſh that the ſacrifice

crifice I am required to make, had been of ſuch a nature as would have admitted my urging it as a clear and ſtrong proof of my diſpoſition to obey whatever orders my ſuperiors may think proper to give me; but by relinquiſhing the contract, although it has been regarded as lucrative to me in a high degree, I ſhall ſacrifice very little, for I can moſt truly declare, that I have received very little advantage, if any, from it; yet in juſtice to myſelf I muſt not omit to make it known, that, from the engagements I have formed, and the proviſions I have made for carrying it on to the end of the term, by relinquiſhing it at the end of a month, I ſhall ſuffer very conſiderably; and, in diſcharge of my duty, I think it at the ſame time incumbent on me to give it as my opinion, that the public intereſt will ſuffer ſtill more than I ſhall, by a change ſo ſudden and unprovided for: In proof of what I advance, give me leave to point out to your notice the very great diſtance of many of the military ſtations, that the brigades are at preſent in motion, and that the detachments are upon actual ſervice—and I think it will be evident, from a conſideration of theſe circumſtances, that the buſineſs under my management cannot ſo immediately be taken out of the channel in which it is at preſent conducted, no previous and neceſſary preparations having been made for ſuch a change, without occaſioning much confuſion, and unavoidably, at the ſame time, an additional expence to the Company: If, for the reaſons above aſſigned, it ſhould appear expedient to you that the execution of the contrect remain with me for the ſhort time it has yet to run, which is only five months and a few days, an event which, allow me to obſerve, the Honourable Court of Directors could not poſſibly foreſee when their order was given, I will continue to diſcharge my obligations therein; and after the term ſhall have expired, my ſervices ſhall be employed, as they have always been, for the benefit of the Company, to the utmoſt of my abilities, in the line of my profeſſion: and I flatter myſelf that you will think me deſerving of your favourable teſtimony, when you ſhall have occaſion to mention me to the Honourable Court of Directors, for in my preſent ſituation I can have no proſpect, but what muſt proceed from my hopes of meriting their approbation and ſupport.

I am, with the greateſt reſpect,

Honourable Sir, and Sirs,

Your moſt obedient, humble ſervant,

Calcutta,
24th December 1779.

(Signed) DAN^{l}. CAMPBELL,
Surgeon General.

To Iſaac Baugh, Eſquire, Secretary to the Honourable Board of Inſpection.

Sir,

I have received your letter, dated the 25th ultimo, incloſing an extract of the Court of Directors letter, concerning the Surgeon General's contract.

You will be pleaſed to inform the Honourable the Governor General and Board of Inſpection that, as far as I am concerned in the deed, I moſt readily give my aſſent, without ſtipulating any terms, to whatever the Honourable the Governor General and Board of Inſpection may judge moſt to the advantage of the ſick of the army, and the intereſt of the Honourable Company; I ſhould do an injuſtice to the unfortunate ſick, were I not to declare upon honour, that whatever regulations regarding the military hoſpitals may take place in future, that the men were never near ſo well provided for in every reſpect in the hoſpitals, as ſince the contract took place, ſince I have been in the country, which is now upon the verge of twenty years.

I am, Sir, your moſt obedient ſervant,

Camp, Allahabad,
December 25th 1779.

(Signed) AND^{w}. WILLIAMS,
Surgeon Major, Brigade.

Ordered, That the foregoing letters do lie for conſideration, and in the mean time that they be circulated.

COPY

COPY Letter from Sir Elijah Impey to the Court of Directors, dated 8th Auguſt 1782, with its Encloſures, relating to the Contract with Mr. Fraſer for the Repair of Bunds, Pools, and Dykes, in the Province of Burdwan.

To the Honourable the Court of Directors.

I HAVE the honour of incloſing you a copy of a letter, which I underſtand was written to your Select Committee, by Philip Francis, Eſquire, late a Counſellor of this Preſidency. If I am irregular in my correſpondence, I hope you will attribute it to my anxiety to refute, in the moſt open manner, inſinuations contained therein, which are levelled at my reputation, by innuendoes, which cannot, and which I do not wiſh to be, miſunderſtood. This I am confident you will think fully done, to your complete conviction, by the two affidavits which I have annexed thereto.

To the truth of thoſe affidavits, as far as they relate to me, and that every thing is ſet forth therein which can in any wiſe concern me, I am ready to add my own oath.

I have requeſted your Governor General and Council to record the whole on their proceedings; and have taken the liberty of addreſſing the Court of Directors at large, rather than your Select Committee, to which Mr. Francis has addreſſed his letter, that I may have as full reparation for the injury which has been done me, as the nature of the caſe will admit, by bringing to a more public attention not only my own vindication, but both the ſpirit and mode with which that gentleman has practiſed the conveying ſecret informations, much more calculated to defame than to accuſe, to inſtill ſuſpicion than to eſtabliſh guilt.

That the reparation cannot be adequate to the injury I have received, I have to lament. The writer of that letter knew as well as I do the force of firſt impreſſions, the weakneſs of defences made at a diſtant period, and the improbability of their being read candidly, or even coming to the hands of all who have imbibed prejudices.

I have the honour to be, &c.

Calcutta,
8th Auguſt 1782. (Signed) E. IMPEY.

Gentlemen,

In reviewing the proceedings of the Governor General and Council, in their Revenue Department, there is one ſubject which I conceive deſerves the particular attention of the Court of Directors. I take this method of recommending it through you to their immediate conſideration, for reaſons which undoubtedly will recur to you, as ſoon as you are poſſeſſed of the particular circumſtances that belong to it.

On the 10th of October 1777, a majority of the Board thought fit to give a contract, for keeping the Pools at Moorſhidabad in repair for two years, to a Mr. Wattle, for the ſum of 1,64,800 ſicca rupees. Of this perſon I can give you no other information, than that he is not in the Company's ſervice. His connections and ſituation in this country are equally unknown to me; but I feel no heſitation in aſſuring you, that the contract is too profitable to be given to him for his ſole benefit.

Select Committee of the Honourable the Court of Directors of the Eaſt India Company.

On the 13th of February 1778 the majority thought fit to give a contract, for repairing the Pools of the diſtrict of Burdwan, to a Mr. Fraſer, for two years, for the ſum of 1,80,000 ſicca rupees; whereas, in the ſettlement of that diſtrict, formed by Sir John Clavering, Colonel Monſon, and myſelf, for the years 1776 and 1777, the Rajah's officers had engaged, and were bound to perform the ſame ſervice, for the ſum of 25,000 ſicca rupees per annum. Mr. Fraſer is an under officer in the Supreme Court of Judicature, where I underſtand he is well provided for. You are to conſider and judge of the views and principles which have guided the Governor General and Council in the allotment of ſuch a buſineſs, on terms of ſuch immediate profit, to a perſon ſo circumſtanced as you will find Mr. Fraſer to be, if you think fit to enquire into his ſituation and connections. By referring to the conſultations, you will find that I have gone as far in oppoſing the meaſure, as the delicate and perſonal nature of the queſtion, and perhaps my own ſafety, would admit of: Let me only aſſure you, that it concerns the Company's ſervice in a very high degree.

Some late reſolutions, ſtill more extraordinary and queſtionable than even thoſe taken in the 1ſt inſtance, have brought their contracts again into view. On the 29th of December and 2d of February laſt it was determined to give Mr. Wattle and Mr. Fraſer a grant of continuation of their preſent contracts, reſpectively, for three years each, to *commence* from the expiration of ſuch contracts, that is, to *commence* at a time, when by law the preſent Government will have ceaſed to exiſt. I am informed, that grants ſo circumſtanced are in themſelves illegal and void; and as ſuch Mr. Wheler and I have oppoſed them. The whole ſum payable to Mr Fraſer, out of the Company's treaſury, is ſicca rupees 4,20,000, which, reckoning the current rupee at two ſhillings, is equal to £. 48,720. Beſides this, you will obſerve, that in the ſecond grant Mr. Fraſer is authorized to execute certain additional works, which properly belong to his contract, and to deliver in extra bills for the ſame, *upon honour*. What ſuch extra charge may amount to, or whether his whole real expence will not be covered by this ſupplemental condition, can only be matter of conjecture. The objection to the new clauſe, on the face of it, is, that it leaves the Company open to an unlimited charge. The whole diſburſement, on account of Mr. Wattel's contract, will be ſicca rupees 4,12,000, £. 47,792.

It is for the Company to conſider whether they will allow their ſervants to bind them in this manner, for any term of years, *ad libitum*, and to give away their property with ſuch unbounded proſuſion. It is not poſſible, I think, that the purpoſes to be anſwered by ſo manifeſt a ſacrifice of the Company's intereſt to that of individuals can be miſtaken. In the caſe of Mr. Fraſer, the object meant to be provided for is ſufficiently apparent, and very well underſtood in this place. The continuation of Mr. Wattel's contract, I have reaſon to believe is for the uſe of Dr. Burn and Sir John D'Oyly.

If any material change ſhall take place in this Council, on the expiration of our preſent appointment, I ſhould conceive that the new Adminiſtration would think it their duty to take into immedate conſideration, whether the validity of the preceding grant ought not to be litigated; but I confeſs, that for my own part I ſhould enter into ſuch a litigation with great doubt and diſcouragement, and without a hope of ſucceſs in any degree adequate to my private opinion of the wtong which the Company ſuffer.

The Court of Directors will weigh and determine, whether it be not incumbent upon them to ſupport their Government here by the beſt opinions taken in England, and by preciſe inſtructions and poſitive orders founded thereupon: let me only obſerve, that no time ought to be loſt in ſending out ſuch orders and inſtructions as they may think the caſe requires; and that it is not likely that individuals here, however upright and irreproachable in their own conduct, will act ſteadily and reſolutely on ſuch invidious grounds, if they are not heartily ſupported by the direct authority and moſt decided approbation of their employers.

The grants given to Captain Macgowan will be brought before the Company by their Board of Commerce; I ſhall therefore content myſelf with referring you to the ſeveral conſultations in which thoſe grants are recorded, and with aſſuring you that they deſerve your attention not leſs than the contracts which are immediately the ſubject of this letter.

Calcutta,
3d April 1779.

I have the honour to be, &c.
(Signed) P. FRANCIS.

The

The AFFIDAVIT of Archibald Fraſer, Eſquire, ſworn before the Honourable Mr. Juſtice Hyde, on the Sixteenth Day of Auguſt One thouſand Seven hundred and Eighty-two.

Archibald Fraſer, of Calcutta, Gentleman, maketh oath, and ſays, That ſome time in the end of the year one thouſand ſeven hundred and ſeventy-ſix, when John Mills, Gentleman, was appointed to the office of Superintendant of the Police of the town of Calcutta, vacant by the death of Alexander Macraby, Eſquire, brother-in-law, as this deponent has heard, and believes, of Philip Francis, Eſquire, late a counſellor of this ſettlement, it being rumoured that the ſaid John Mills would not long reſide in Bengal, he, this deponent, by the mediation of Sir Elijah Impey, applied to the Governor General for his intereſt to ſucceed to the office when it ſhould become vacant; and was informed by the ſaid Sir Elijah, that the Governor had promiſed his intereſt when the vacancy ſhould happen, and deſired that this deponent would in the mean time employ himſelf in ſuch a manner as would inſtruct him to execute the duties of the office; that the ſaid John Mills having in conſequence, as this deponent has heard, and believes, of complaints preferred againſt him for offences in his office, by the Judges of the Supreme Court, been obliged to vacate his office, the ſaid Sir Elijah told this deponent, that he wiſhed this deponent would not urge the Governor General to keep his promiſe with regard to the ſucceſſion to the ſaid office, he, Sir Elijah then declaring that he was apprehenſive that if he, this deponent, ſucceeded to the vacancy, it might cauſe a ſuſpicion that he, Sir Elijah had joined in preferring ſuch complaints againſt the ſaid John Mills, not from principles of juſtice, but for the purpoſe of ſerving the intereſt of this deponent, as this deponent is a ſon of the brother of the mother of the ſaid Sir Elijah, and then lived in his family; and that Sir Elijah further informed this deponent, that he had expreſſed the ſame ſentiments to the Governor General, and that the Governor General had promiſed to ſerve this deponent in ſome other way: And this deponent further ſays, that Charles Stafford Playdell, Eſquire, was appointed to the office, in the room of the ſaid John Mills; and this deponent verily believes, if Sir Elijah Impey had not for theſe reaſons deſired this deponent to wave the promiſe ſo made by the Governor General, he, this deponent, ſhould have ſucceeded to the ſaid office: And this deponent further ſays, That ſome time in the latter end of the year one thouſand ſeven hundred and ſeventy-ſeven, or the beginning of the year one thouſand ſeven hundred and ſeventy-eight, this deponent was informed, that he had been appointed to the office of the Coroner of this town; but that he, this deponent, diſliking the nature of the attendance in ſuch office, and not being ſufficiently inſtructed in law with the duties of the ſame, did beg leave to decline the acceptance of ſuch office; that ſoon after, but on what particular day this deponent at this diſtance of time cannot ſay, George Bogle, Eſquire, now deceaſed, came to this deponent, who was then alone in his bed-chamber, and adviſed this deponent to make propoſals to the Governor General and Council, for a contract to keep the government pools of the Burdwan diſtrict in repair, for the ſpace of two years; and the ſaid George Bogle then acquainted this deponent, that by the neglect of the ſaid pools for the two preceding years, an adequate ſum (as the ſaid George Bogle ſaid) not having been allowed, they were in a very ruinous condition; and that he, the ſaid George Bogle, ſuggeſted to this deponent in what terms it would be proper to make propoſals for the ſaid contract; and did at the ſame time recommend, that John Baynes, Gentleman, whom he the ſaid George Bogle recommended as a perſon well ſkilled in ſuch buſineſs, to be agent to this deponent for the carrying the ſaid contract into execution; that he, this deponent, did on the next day, and before he acceded to the ſaid propoſition, acquaint Sir Elijah Impey with what had paſſed between the ſaid George Bogle and this deponent, and aſked the advice of the ſaid Sir Elijah, who anſwered this deponent to this effect—that he knew nothing of the nature of the buſineſs, or what were proper propoſals to make, but that if he, this deponent, thought he could derive profit therefrom, he, Sir Elijah, could have no objection to this deponent's engaging therein; that in conſequence of the advice of the ſaid George Bogle, and aſſent of the ſaid Sir Elijah, he, this deponent, did make propoſals to the Governor General and Council, in the terms ſuggeſted by the ſaid George Bogle, without any variation whatſoever; and that, in ſome ſhort time after he was informed, that his propoſals had been accepted: And this deponent further ſays, that he verily believes the ſaid propoſition was made to this deponent without the privity or knowledge of Sir Elijah Impey, and that the ſaid Sir Elijah was totally ignorant of any thing relative thereto, until he, this deponent, informed him thereof, as is before related: And this deponent further ſays, That he verily believes the ſaid Sir Elijah did not at any time apply to or ſolicit the Governor General, or any other perſon whatſoever, on that ſubject, before the ſaid propoſals were accepted by the Governor General and Council; and this deponent further ſays, that on or about the month of December, one thouſand ſeven hundred and ſeventy-eight, the ſaid John Bayne repreſented to this deponent, that very great inundations had happened, by which a greater expence was incurred by this deponent than was expected at the time of his entering into the contract; and that it would be highly beneficial to the country to

prevent

prevent ſuch inundations in future, which could not be checked by the pools which this deponent was, by his contract, bound to repair; that certain works ſhould be erected, which ſaid works were called, by the ſaid John Bayne, dobunds, and which did not belong to the ſaid contract, as by the ſaid contract, bearing date on or about the ſixteenth day of April, one thouſand ſeven hundred and ſeventy-eight, and by a renewed contract bearing date the ſixteenth day of February, one thouſand ſeven hundred and ſeventy-nine, reference being thereunto had, will fully appear: for the erecting of which ſaid new works, he, this deponent, was to receive no conſideration whatſoever by the contract; and recommended this deponent to apply to the Governor General and Council, to contract for erecting the ſame, on a calculation then made by the ſaid John Bayne, of the amount of the expence likely to be incurred in the erecting thereof: And this deponent further ſays, That the ſaid John Bayne did propoſe to this deponent to lay out the whole of the ſum to be allowed for the ſaid works on the ſaid works: And this deponent further ſays, That the ſaid John Bayne calculated the expence which would be incurred by erecting the ſaid new works; and this deponent did make propoſals to the Governor General and Council, to perform the ſaid works according to ſuch calculation, but the ſaid Governor General and Council, did not agree to allow to this deponent any ſpecific ſum for the expences of the ſaid works, but did authorize this deponent to erect the ſaid new works, and engaged to pay to this deponent ſuch ſums in advances, ſo that no advances ſhould on one occaſion exceed five thouſand ſicca rupees, as ſhould be neceſſary for the ſame, he this deponent accounting for ſuch advances, if required, not upon honour, as is mentioned in the letter ſaid to be written by the ſaid Philip Francis, Eſquire, but upon oath, as by the ſaid renewed contract will fully appear: And this deponent further ſays, That he verily believes the whole ſums advanced for the ſaid new works, and more than ſuch Sums, have been really and bona fide expended on the ſaid new works, as the ſaid John Bayne, who has acted during the terms of the ſaid contract, as ſole agent for this deponent, has frequently declared to him, this deponent, that the whole of ſuch advances, and more, has been ſo expended: And this deponent further ſays, That no profit, benefit, or emolument whatſoever, to the beſt of the knowledge and belief of this deponent, has, by any means whatſoever, been derived from the erecting the ſaid dobunds, to this deponent, nor any expence ſaved to this deponent by the ſame, ſave and except as is expreſſed in the affidavit of the ſaid John Baynes: And this deponent further ſays, That he has, to the beſt of his knowledge, fulfilled his contracts faithfully in every particular, he havingcontinually required his ſaid ſole agent to ſpare no expence whatſoever in keeping the pools, for the reparation of which he, this deponent, has contracted, in the beſt condition poſſible; and the ſaid John Bayne has, from time to time, aſſured this deponent he has ſo done, and had at different times brought in bills and vouchers for the ſame to a very high amount; the whole of which accounts, reſpecting both the old pools and the new works, this deponent is ready and willing to ſubject to the inſpection of the Governor General and Council, and to verify the ſame on oath, as far as is within the knowledge of this deponent: And this deponent further ſays, That no part whatſoever of the ſum advanced for the ſaid new works have been applied to the uſe of this deponent: And this deponent further ſays, That he did requeſt the ſaid Sir Elijah Impey to apply to the Governor General for his intereſt to procure the firſt contract to be renewed; and he the ſaid Sir Elijah did promiſe this deponent that he would ſo do; and this deponent believes that the ſaid Sir Elijah did apply to the Governor General on that behalf: And this deponent further ſaith, That he has ſeen a paper, which he has been told, is a copy of a letter, which he has been informed was written by Philip Francis, Eſquire, hereinbefore mentioned, by which deponent underſtands the ſaid Philip Francis meant to convey inſinuations prejudicial to the ſaid Sir Elijah Impey; wherefore this deponent has thus diſcloſed, upon oath, all and every part that the ſaid Sir Elijah has acted with regard to the ſaid contracts, as far as it has come to the knowledge of this deponent, which he verily believes has proceeded ſolely from the friendſhip and affection which the ſaid Sir Elijah has, from his earlieſt childhood, ever and uniformly entertained for this deponent; and more particularly as the ſaid Sir Elijah Impey, when he was about to leave England and proceed to Bengal, requeſted this deponent, then a chief mate in the ſervice of the Eaſt India Company, to relinquiſh his purſuits in that line, and truſt to the intereſt of the ſaid Sir Elijah to provide for this deponent in India; which this deponent did accordingly: And this deponent further ſays, That the ſaid Sir Elijah has been very ſolicitous, as this deponent believes, to promote the intereſt of this deponent; that as the education of this deponent had not been ſuch as qualified him for the higher and more lucrative offices in the Supreme Court (as the ſaid Sir Elijah has often declared to this deponent) the ſaid Sir Elijah procured him, this deponent, to be appointed Sealer of the ſaid Court, ſoon after its firſt inſtitution, to which office a yearly ſalary of Arcot rupees two thouſand, and no more, is annexed; and that this deponent held no other office whatſoever in the Supreme Court, until the month of December, in the year one thouſand ſeven hundred and ſeventy-ſix, when he was appointed Examiner in the ſaid Court, to which office a yearly ſalary of Arcot rupees ſix thouſand, and no more, is annexed; and that he hath not at any time held any other office in the ſaid Court,

except

except the offices above mentioned: And this deponent further ſays, That the profits of the ſaid two offices, including fees and ſalaries, after the neceſſary deductions for clerks and contingencies, would not, if this deponent did not lodge and board gratis in the family of the ſaid Sir Elijah, be more than would be neceſſary to maintain him, this deponent, in decency, and with common neceſſaries: And this deponent further ſaith, That the ſaid Sir Elijah Impey has not, nor has any other perſon on his behalf, or in truſt for him, received, directly or indirectly, any profit, reward, or emolument whatever, for or on account of the ſaid contracts or contract, or of any offices or office, appointments or appointment, profits or profit, had, made, or held by this deponent; and that the ſaid Sir Elijah Impey has not received any promiſe, inſinuation, or hint, from which the ſaid Elijah Impey can derive any expectation whatſoever, that he, or any one for him, ſhall in future be benefited by the ſame.

(Signed) A. FRASER.

Sworn at Calcutta, the 16th day of Auguſt 1782, before me,

(Signed) J. Hyde.

The AFFIDAVIT of John Bayne, Gentleman, made before the Honourable Mr. Juſtice Hyde, on the Sixteenth Day of Auguſt One thouſand Seven hundred and Eighty-two.

John Bayne, of Baugnan, in the diſtrict of Burdwan, Gentleman, maketh oath, and ſays, That he has acted as ſole agent to Archibald Fraſer, Gentleman, for the carrying into execution a certain contract, entered into with the Governor General and Council of this Preſidency, by the ſaid Archibald Fraſer, dated on or about the ſixteenth of April, in the year one thouſand ſeven hundred and ſeventy-eight, for repairing the government pools of the diſtrict of Burdwan; as alſo a renewed contract, entered into by the ſame parties, bearing date the ſixteenth day of February one thouſand ſeven hundred and ſeventy-nine, as well for the ſame purpoſes, as for erecting certain new works; and that he has ſo acted from the commencement of the ſaid contracts to the preſent hour;—that this deponent did, on or about the month of February one thouſand ſeven hundred and ſeventy-eight, proceed to the province of Burdwan, for the purpoſes of ſurveying and repairing the ſaid pools, which he found in a ruinous condition, and verily believes, from the appearance they made, that very ſmall ſums had been expended in repairing the ſame for the two preceding years; and this deponent hath hereunto annexed an office copy of a report, dated the firſt day of February one thouſand ſeven hundred and ſeventy-eight, by John Hinloch, Eſq. ſuperintendant of Poolbundy repairs, which appears by the ſaid copy to have been made in conſequence of an order of the Chief and Council of Burdwan: and this deponent ſays, that during the time the firſt year's repairs of the pools were carrying on, as well as after the ſame had, according to the beſt of this deponent's judgment and abilities, been completely finiſhed, the ſaid pools ſuſtained conſiderable damage, occaſioned by various cauſes, particularly by the extraordinary rains of the ſeaſon, and by the rapid torrents from the mountains, both of which laſt-mentioned cauſes were, by the ryots, and others reſident on the ſpot, repreſented to this deponent to have been more ſevere than during the four preceding years; which repreſentation this deponent believes to have been true: and this deponent further ſays, that from the obſervations he had made on the inundations, and from the probable bad conſequences to cultivation, which he judged likely to enſue from the change of the courſe of particular parts of the rivers that were then nearly approaching the pools, which were the objects of the firſt contract; he, this deponent did then, and now does believe, that certain additional works, called Do Bunds, were neceſſary for the ſecurity of the cultivation of the country; and did therefore, on or about the month of December one thouſand ſeven hundred and ſeventy-eight, adviſe the ſaid Archibald Fraſer to apply to the Governor General and Council to contract for the erection of the ſaid do bunds; and this deponent did make a calculation, to the beſt of this deponent's judgment, of the expences neceſſary for erecting the ſame, and did communicate the ſame to the ſaid Archibald Fraſer: and this deponent further ſays, that the erecting ſuch new works formed no part of the works to be performed under the firſt contract as by the ſaid two contracts will appear: and this deponent further ſays, that he did not include in ſuch calculation any pecuniary reward, for labour and trouble in ſuperintending the erection of the ſame, either to the ſaid Archibald Fraſer, or to him this deponent; but that the whole of the money which ſhould be allowed for the ſame ſhould be expended on the ſaid new works: and this deponent further ſays, that greater damages had been done to the pools, by inundations, after he, this deponent, had firſt repaired the ſame, than the ſaid Archibald Fraſer had reaſon to expect; wherefore, and becauſe the ſaid Archibald Fraſer, or his agents, would be at great additional trouble in erecting ſuch new works, he, this deponent, did then, and now thinks, it was reaſonable that the ſaid firſt contract ſhould be continued to the ſaid Archibald Fraſer, for the ſpace of three years

beyond the firſt term of two years; and did therefore adviſe the ſaid Archibald Fraſer to apply to the Governor General and Council for the renewal of the firſt-mentioned contract for the term of three years as aforeſaid: and this deponent further ſays, that as agent for the ſaid Archibald Fraſer, he has, from time to time, according to the beſt of his ſkill, kept the ſaid pools in good repair, and has not, where he has thought the ſame neceſſary, ſpared any expence for the due reparation of the ſame; and has actually expended, yearly and every year, large ſums of money in repairing the ſame, as by the accounts of the diſburſements of this deponent will fully appear. And this deponent further ſays, that he hath received the whole of the money which was paid for the erection of the ſaid new works, and that not one rupee thereof had paſſed through the hands of the ſaid Archibald Fraſer; and that the whole of the ſame, down to this day, does not exceed the ſum of forty thouſand ſicca rupees; and that he, this deponent, not only expended the whole of the ſame in the erecting of the ſaid new works, but has diſburſed a ſum exceeding five thouſand ſicca rupees: and this deponent further ſays, that the ſaid ſum laſt mentioned ſtill remains due in arrear to this deponent, though by the terms of the renewed contract the ſaid Archibald Fraſer was entitled to receive the ſame in advance: and this deponent further ſaith, that he will not take upon him, on oath, to ſay that the erecting the ſaid do bunds have not eventually ſaved ſome expence in the reparation of the old pools, but on his oath ſays, that ſo far from the whole real expence to be incurred for the reparation of the old pools being covered by the renewed contracts, he had, ſince erecting the ſame, laid out large ſums of money in the repairs of the ſaid old pools, and that the whole ſaving of expences in repairing the ſaid old pools, during the whole period of the contract, cannot amount to a larger ſum than four thouſand ſicca rupees, though this deponent verily believes, that ſuch ſavings have not amounted to the laſt-mentioned ſum: and this deponent further ſays, that he hath not accounted for the profits of the ſaid contract with any other perſon but the ſaid Archibald Fraſer; and that the ſaid deponent never did, nor does believe that Sir Elijah Impey, or any other perſon for or in truſt for him, or on his account, directly or indirectly, is benefited by the profits of the ſame: And this deponent further ſaith, that the accounts and books of the ſaid new works have been, by him, kept ſeparate and diſtinct from the accounts and books of the money he diſburſed for the annual repairs of the pools, the object of the firſt contract; and that the ſaid accounts and books contain a true and juſt account of all monies received and diſburſed for and on account of the ſaid new works; and that it will appear from the ſaid books and accounts, that no part of the forty thouſand ſicca rupees received by him, this deponent, nor of the ſum which he now ſtands in advance, has been applied for any other purpoſe whatever than that of erecting the ſaid new works; and that the ſaid books have been made up by this deponent, from the commencement of the ſaid new works down to the end of the Bengal year one thouſand one hundred and eighty-eight, which he, this deponent, is ready and willing to lay before the Governor General and Council on oath, if required, and will, if ſo required, ſo ſoon as the buſineſs of the preſent year one thouſand one hundred and eighty-nine is finiſhed, with the utmoſt expedition make up the accounts thereof; and in like manner, if required, lay the ſame, on oath, before the Governor General and Council.

Sworn at Calcutta the ſixteenth of Auguſt 1782, before me

(Signed) JOHN BAYNE.

(Signed) John Hyde.

To Alexander Higginſon, Eſquire, Chief, &c. Provincial Council of Revenue, Burdwan.

Gentlemen,

In obedience to your orders of the 15th November laſt, I proceeded to make a circuit of the bunds of this province; and being now returned, I beg leave to addreſs you on the ſubject of my enquiry. Your inſtructions particularly pointed out to me to viſit and inſpect the bunds in general, and eſpecially thoſe which had ſuffered during the laſt rainy ſeaſon; to form an eſtimate of the expence which might be required for the enſuing repairs; and, to aſcertain the amount which has been diſburſed during the laſt ſeaſon: theſe duties I have endeavoured to fulfil, as far as the time and circumſtances would admit, and ſhall now take the liberty to offer to you my obſervations upon the ſeveral points of your inſtructions:—When I left Burdwan I proceeded to thoſe purgunnahs which are ſituated upon the Damooda; viz. Havillah, Beligur, Burſoot, and Billiah. The bunds of thoſe purgunnahs I inſpected throughout, and found they

they had been ſo totally neglected for the two laſt ſeaſons, that they were nearly on a level with the lands; and at thoſe places where the current of the river particularly ſet, there were many and large breaches, by which conſiderable tracts of the adjoining lands have been totally inundated, and appeared waſte and uncultivated. The purgunnah of Billiah, being of a very low ſituation, have ſuffered more conſiderably than ſome others, and except the large bunds of Boliah and Ampdah, there is not the appearance of any others for a tract of ten coſs, in which ſpace the ryots themſelves had uſed the only endeavours for the preſervation of the lands, which being very inadequate to the works, they ſuffered very much from the caſualties of the ſeaſon. The above large bunds extend alſo to nearly ten coſs each, and are (from breaches formed by the force of the river) a very ſmall protection to the lands, inſomuch, that the purgunnah may now be deemed totally defenceleſs. Theſe four purgunnahs, from the courſe of the Damoodar being winding, and forming itſelf into ſtrong eddies, are particularly to be attended to in the repairs.

I next proceeded to Mundulgent, and thoſe Purgunnahs which are ſituated upon the Roopnaram, Silia, and Coſſia rivers. The Bunds of Mundulgent being the largeſt and greateſt extent of any in the Province, and the repair of it being ſo materially and immediately neceſſary for the preſervation of the crops, I was particularly attentive to its condition. The large Bund extends about nine coſs upon theſe different rivers, and is the chief protection from their inundations. Within this capital Bund there are many leſſer ones againſt the nullahs and ſmall water courſes, which branch from theſe rivers. In both the breaches are numerous, but particularly in the large one, by which many extenſive and valuable tracts of land have been totally ruined, and their crops deſtroyed during the laſt rains. The Ryots, as the only means of preſerving their property, exerted themſelves very much in filling up the breaches as they were made, but their labour was ſo inſufficient, that at preſent the condition of the Bund is very little improved by them. The ſtate which I have thus exhibited of the principal and moſt extenſive Bunds, I can apply in a proportionable degree to the whole, they being univerſally in ſuch decay that the moſt ſpeedy and ſubſtantial repair becomes abſolutely neceſſary for the preſervation of the revenue of a large and the moſt valuable part of the Province. The great expence which will now be incurred in the work muſt be attributed ſolely to neglect and inattention of the Rajah's officers for the two laſt years; becauſe on that account the work now to be done becomes double to what it poſſibly could have been, had the annual repairs been properly and regularly applied. Although the eſtimate of repairs which accompanies this addreſs amounts to the ſum of ſicca rupees 1,19,405. 13, yet I conceive it not to be more than is abſolutely neceſſary to put the Bunds once in a ſolid and ſubſtantial condition; this being once effected, the annual expence of Pool Bundy will be greatly decreaſed, and the Province perfectly defended from ſuch inundations, which have brought ruin on ſuch numbers of the inhabitants, and have proved of ſuch detriment to the public revenue. The eſtimate which I have formed was collected in the courſe of my circuit from the Mundals and Conoyo (or head labourers) of the ſeveral villages. They have been conſtantly employed in the buſineſs of the repairs, and have a very competent and ſufficient knowledge of the work. The particular eſtimates, as formed by them, are too voluminous to be now tranſlated; but for the information of the Board I encloſe a tranſlation of the eſtimate for the Purgunnah Chuttuah, which is ſimilar to all the others, and formed upon the ſame principles. In endeavouring to comply with your inſtructions for obtaining a knowledge of the expence incurred in the repairs of laſt ſeaſon, I called upon the ſeveral Darogahs who had been employed in that buſineſs, but found that they had all quitted the diſtricts upon my going out, and had carried with them every paper and perſon that could have given me any information. The general intelligence I got from the inhabitants was, that the Darogahs were carried at that time to Burdwan by the Rajah's officers, for the purpoſe of explaining their accounts; and it appears to me to have been with a view of fruſtrating every attempt of mine to acquire the knowledge I was inſtructed to do. The information I was able to obtain from the Ryots, and ſome Gomaſtahs (who had been employed by the Dorogahs, together with my own obſervation, proves that a very trifling part of the ſum was applied to the repairs, and that the greateſt part has been embezzled. I beg leave to lay before you a tranſlation of ſome petitions preſented to me by the Ryots in the Purgunnah Boorſut; and it was confirmed to me ſuch methods were uſed in every Purgunnah; the circumſtances of which they are ready to prove, if you ſhall think proper to call upon them.

I alſo beg leave to acquaint you, that notwithſtanding I was furniſhed with purwannahs to the Tanadars of the diſtricts to attend me, and render me every aſſiſtance in my progreſs, yet it was with ſome difficulty I could get them to attend; and a few of thoſe who did it, was with reluctance on their part that they afforded me aſſiſtance.

I beg

beyond the firſt term of two years; and did therefore adviſe the ſaid Archibald Fraſer to apply to the Governor General and Council for the renewal of the firſt-mentioned contract for the term of three years as aforeſaid: and this deponent further ſays, that as agent for the ſaid Archibald Fraſer, he has, from time to time, according to the beſt of his ſkill, kept the ſaid pools in good repair, and has not, where he has thought the ſame neceſſary, ſpared any expence for the due reparation of the ſame; and has actually expended, yearly and every year, large ſums of money in repairing the ſame, as by the accounts of the diſburſements of this deponent will fully appear. And this deponent further ſays, that he hath received the whole of the money which was paid for the erection of the ſaid new works, and that not one rupee thereof had paſſed through the hands of the ſaid Archibald Fraſer; and that the whole of the ſame, down to this day, does not exceed the ſum of forty thouſand ſicca rupees; and that he, this deponent, not only expended the whole of the ſame in the erecting of the ſaid new works, but has diſburſed a ſum exceeding five thouſand ſicca rupees: and this deponent further ſays, that the ſaid ſum laſt mentioned ſtill remains due in arrear to this deponent, though by the terms of the renewed contract the ſaid Archibald Fraſer was entitled to receive the ſame in advance: and this deponent further ſaith, that he will not take upon him, on oath, to ſay that the erecting the ſaid do bunds have not eventually ſaved ſome expence in the reparation of the old pools, but on his oath ſays, that ſo far ~~from the whole real expence~~ to be incurred for the reparation of the old pools being covered by the renewed contracts, he had, ſince erecting the ſame, laid out large ſums of money in the repairs of the ſaid old pools, and that the whole ſaving of expences in repairing the ſaid old pools, during the whole period of the contract, cannot amount to a larger ſum than four thouſand ſicca rupees, though this deponent verily believes, that ſuch ſavings have not amounted to the laſt-mentioned ſum: and this deponent further ſays, that he hath not accounted for the profits of the ſaid contract with any other perſon but the ſaid Archibald Fraſer; and that the ſaid deponent never did, nor does believe that Sir Elijah Impey, or any other perſon for or in truſt for him, or on his account, directly or indirectly, is benefited by the profits of the ſame: And this deponent further ſaith, that the accounts and books of the ſaid new works have been, by him, kept ſeparate and diſtinct from the accounts and books of the money he diſburſed for the annual repairs of the pools, the object of the firſt contract; and that the ſaid accounts and books contain a true and juſt account of all monies received and diſburſed for and on account of the ſaid new works; and that it will appear from the ſaid books and accounts, that no part of the forty thouſand ſicca rupees received by him, this deponent, nor of the ſum which he now ſtands in advance, has been applied for any other purpoſe whatever than that of erecting the ſaid new works; and that the ſaid books have been made up by this deponent, from the commencement of the ſaid new works down to the end of the Bengal year one thouſand one hundred and eighty-eight, which he, this deponent, is ready and willing to lay before the Governor General and Council on oath, if required, and will, if ſo required, ſo ſoon as the buſineſs of the preſent year one thouſand one hundred and eighty-nine is finiſhed, with the utmoſt expedition make up the accounts thereof; and in like manner, if required, lay the ſame, on oath, before the Governor General and Council.

Sworn at Calcutta the ſixteenth of Auguſt 1782, before me

(Signed) JOHN BAYNE.

(Signed) John Hyde.

To Alexander Higginſon, Eſquire, Chief, &c. Provincial Council of Revenue, Burdwan.

Gentlemen,

In obedience to your orders of the 15th November laſt, I proceeded to make a circuit of the bunds of this province; and being now returned, I beg leave to addreſs you on the ſubject of my enquiry. Your inſtructions particularly pointed out to me to viſit and inſpect the bunds in general, and eſpecially thoſe which had ſuffered during the laſt rainy ſeaſon; to form an eſtimate of the expence which might be required for the enſuing repairs; and, to aſcertain the amount which has been diſburſed during the laſt ſeaſon: theſe duties I have endeavoured to fulfil, as far as the time and circumſtances would admit, and ſhall now take the liberty to offer to you my obſervations upon the ſeveral points of your inſtructions:—When I left Burdwan I proceeded to thoſe purgunnahs which are ſituated upon the Damooda; viz. Havillah, Beligur, Burſoot, and Billiah. The bunds of thoſe purgunnahs I inſpected throughout, and found they

they had been ſo totally neglected for the two laſt ſeaſons, that they were nearly on a level with the lands; and at thoſe places where the current of the river particularly ſet, there were many and large breaches, by which conſiderable tracts of the adjoining lands have been totally inundated, and appeared waſte and uncultivated. The purgunnah of Billiah, being of a very low ſituation, have ſuffered more conſiderably than ſome others, and except the large bunds of Boliah and Ampdah, there is not the appearance of any others for a tract of ten coſs, in which ſpace the ryots themſelves had uſed the only endeavours for the preſervation of the lands, which being very inadequate to the works, they ſuffered very much from the caſualties of the ſeaſon. The above large bunds extend alſo to nearly ten coſs each, and are (from breaches formed by the force of the river) a very ſmall protection to the lands, inſomuch, that the purgunnah may now be deemed totally defenceleſs. Theſe four purgunnahs, from the courſe of the Damoodar being winding, and forming itſelf into ſtrong eddies, are particularly to be attended to in the repairs.

I next proceeded to Mundulgent, and thoſe Purgunnahs which are ſituated upon the Roopnaram, Silia, and Coſſia rivers. The Bunds of Mundulgent being the largeſt and greateſt extent of any in the Province, and the repair of it being ſo materially and immediately neceſſary for the preſervation of the crops, I was particularly attentive to its condition. The large Bund extends about nine coſs upon theſe different rivers, and is the chief protection from their inundations. Within this capital Bund there are many leſſer ones againſt the nullahs and ſmall water courſes, which branch from theſe rivers. In both the breaches are numerous, but particularly in the large one, by which many extenſive and valuable tracts of land have been totally ruined, and their crops deſtroyed during the laſt rains. The Ryots, as the only means of preſerving their property, exerted themſelves very much in filling up the breaches as they were made, but their labour was ſo inſufficient, that at preſent the condition of the Bund is very little improved by them. The ſtate which I have thus exhibited of the principal and moſt extenſive Bunds, I can apply in a proportionable degree to the whole, they being univerſally in ſuch decay that the moſt ſpeedy and ſubſtantial repair becomes abſolutely neceſſary for the preſervation of the revenue of a large and the moſt valuable part of the Province. The great expence which will now be incurred in the work muſt be attributed ſolely to neglect and inattention of the Rajah's officers for the two laſt years; becauſe on that account the work now to be done becomes double to what it poſſibly could have been, had the annual repairs been properly and regularly applied. Although the eſtimate of repairs which accompanies this addreſs amounts to the ſum of ſicca rupees 1,19,405. 18, yet I conceive it not to be more than is abſolutely neceſſary to put the Bunds once in a ſolid and ſubſtantial condition; this being once effected, the annual expence of Pool Bundy will be greatly decreaſed, and the Province perfectly defended from ſuch inundations, which have brought ruin on ſuch numbers of the inhabitants, and have proved of ſuch detriment to the public revenue. The eſtimate which I have formed was collected in the courſe of my circuit from the Mundals and Conoyo (or head labourers) of the ſeveral villages. They have been conſtantly employed in the buſineſs of the repairs, and have a very competent and ſufficient knowledge of the work. The particular eſtimates, as formed by them, are too voluminous to be now tranſlated; but for the information of the Board I encloſe a tranſlation of the eſtimate for the Purgunnah Chuttuah, which is ſimilar to all the others, and formed upon the ſame principles. In endeavouring to comply with your inſtructions for obtaining a knowledge of the expence incurred in the repairs of laſt ſeaſon, I called upon the ſeveral Darogahs who had been employed in that buſineſs, but found that they had all quitted the diſtricts upon my going out, and had carried with them every paper and perſon that could have given me any information. The general intelligence I got from the inhabitants was, that the Darogahs were carried at that time to Burdwan by the Rajah's officers, for the purpoſe of explaining their accounts; and it appears to me to have been with a view of fruſtrating every attempt of mine to acquire the knowledge I was inſtructed to do. The information I was able to obtain from the Ryots, and ſome Gomaſtahs (who had been employed by the Dorogahs, together with my own obſervation, proves that a very trifling part of the ſum was applied to the repairs, and that the greateſt part has been embezzled. I beg leave to lay before you a tranſlation of ſome petitions preſented to me by the Ryots in the Purgunnah Boorſut; and it was confirmed to me ſuch methods were uſed in every Purgunnah; the circumſtances of which they are ready to prove, if you ſhall think proper to call upon them.

I alſo beg leave to acquaint you, that notwithſtanding I was furniſhed with purwannahs to the Tanadars of the diſtricts to attend me, and render me every aſſiſtance in my progreſs, yet it was with ſome difficulty I could get them to attend; and a few of thoſe who did it, was with reluctance on their part that they afforded me aſſiſtance.

I beg

I beg leave to obſerve to you, Gentlemen, that there is time ſufficient before the enſuing rains to put the Pool in proper repair, and whoever is intruſted with the work, cannot plead want of time as an excuſe for any neglect.

I am, Gentlemen, with reſpect,

Burdwan, Your moſt obedient ſervant,

1ſt February 1778. (Signed) JOHN KENLOCH, Sup. Pool the Reps.

A true copy.

(Signed) W. Farquharſon, Acting Secr.

A true copy.

(Signed) W. Webber, Secr.

ESTIMATE of the Advances abſolutely neceſſary to be expended this Seaſon, for putting the Bunds of this Province in a thorough Repair.

	K^{s}.	A^{s}.	P.
Guallaboon	1,033	8	—
Champanagong	214	8	—
Baggah	324	6	—
Havillah	2,109	—	—
Billigur	4,313	7	—
Boorſutt New Polo	14,095	—	—
Billiah Ditto	24,531	—	—
Mundlegaut Do.	37,305	—	—
Chuttbah	11,103	—	—
Burdah New Polo	7,408	—	—
Chanderconah	1,976	—	—
Jahanabad	1,920	—	—
Byrah	3,400	—	—
Chomuah	4,102	—	—
Hary Paul	73	—	—
Arſah	503	—	—
Monurſhy	634	—	—
Kanihattee	161	—	—
Turiff Guttaul	4,200	—	—
Total ſicca rupees.	1,19,405	13	—

E. E.

Burdwan, (Signed) JOHN KINLOCH,

1ſt February 1778. Sup^{t} Poolbundy Rep^{s}.

END OF THE FIFTH VOLUME.